



**Pierce Transit Training Center  
3720 96<sup>th</sup> Street SW  
Lakewood, WA**

**Board of Commissioners Meeting  
June 11, 2018, 4:00 p.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**SPECIAL BUSINESS**

- |  |  |
|--|--|
| 1. FS 18-040, Election of Chair  | Chair Keel   |
| 2. FS 18-041, Donating a Surplus Vehicle to Pioneer Human Services Pursuant to the Pierce Transit Care-a-van Program | Penny Grellier<br>Business Partnership Administrator |
| 3. FS 18-042, Donating a Surplus Vehicle to Tacoma Boxing Club Pursuant to the Pierce Transit Care-a-van Program     | Penny Grellier<br>Business Partnership Administrator |
| 4. FS 18-043, Donating a Surplus Vehicle to Tacoma Urban League Pursuant to the Pierce Transit Care-a-van Program    | Penny Grellier<br>Business Partnership Administrator |

**PRESENTATIONS**

- |  |  |
|--|--|
| 1. May 2018 Operator of the Month ~ Ken Hernandez                        | Scott Gaines<br>Transit Operator Assistant Manager |
| 2. Pacific Avenue/SR-7 Bus Rapid Transit Locally Preferred Option Update | Darin Stavish<br>Principal Planner                 |

**PUBLIC HEARING**

(Citizens wishing to provide comment will be given three minutes to speak on the subject of the public hearing(s))

1. Proposed Transit Development Plan: 2018-2013

**PUBLIC COMMENT**

*(Citizens wishing to provide comment will be given three minutes to comment on any transit-related matters regardless of whether it is an agenda item or not. The Chair, at his or her discretion, may reduce the comment time allowed to allow sufficient time for the Board to conduct business.)*

## **CONSENT AGENDA**

*(Items listed below were distributed to Commissioners in advance for reading and study and are enacted with one motion. Item(s) may be moved to the Action Agenda at the request of a Commissioner.)*

1. Approval of Vouchers, June 1, 2018
2. Minutes: Special Study Session and Regular Board Meeting Minutes of May 14, 2018
3. FS 18-044, Authority to Amend the 2018 Capital Project to Include Appropriations from Washington State Supplementation Transportation Budget in the Amount of \$300,000 for Real Time Information Signage
4. FS 18-045, Authorize the Chief Executive Officer to Execute a Contract with AgreeYa Solutions, Inc., to Provide SharePoint Redesign, Implementation Services, and Ongoing Managed Services
5. FS 18-046, Authorize the CEO to Execute a Contract with Rosco Collision Avoidance, Inc., for the Installation of a Collision Avoidance Warning System on 30 Buses
6. FS 18-047 Authorization to Execute a Contract with DCS, Inc., to Install Detectors and an Automatic Emergency Braking System on 30 Buses in Support of the Collision Avoidance System Project
7. FS 18-048 Interlocal Agreement with City of Federal Way to Provide Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way
8. FS 18-049, Authority to Execute a Six-Month Extension of the Pilot Student Bus Pass Program with Clover Park Technical College (CPTC) Clover Park Technical College
9. FS 18-050, Authority to Amend the 2018 Capital Budget for Bus Driving Training Simulator System Project and Authorizing the CEO to Execute a Contract with Transit Training Solutions for the Purchase of a Bus Simulator and Related Training

## **ACTION AGENDA**

- |   |   |
|---|---|
| 1. FS 18-052, Authority to Execute a Contract for ADA Paratransit Services (SHUTTLE) with First Transit, Inc.   | Cherry Thomas<br>Specialized Transportation Manager   |
| 2. FS 18-053, Authorize the CEO to Execute a Contract with KPFF for a Fast Ferry Feasibility Study for High Speed, Passenger Only Ferry Service Between Downtown Tacoma and Downtown Seattle Contingent Upon Partial Funding of the Study by Other Community Partners Including the Port of Tacoma and City of Tacoma | Peter Stackpole<br>Service Planning Assistant Manager |

3. FS 18-054, Authorizing the Terms and Conditions of the Collective Bargaining Agreement (“CBA”) with the International Association of Machinists and Aerospace Workers Union, District 160 (“IAM”) for the Period of May 1, 2018 Through December 31, 2021

Anh Hoang  
Labor Relations Officer

#### **STAFF UPDATES/DISCUSSION**

1. CEO’s Report

Sue Dreier  
Chief Executive Officer

#### **INFORMATIONAL BOARD ITEMS**

1. Chair Report
2. Sound Transit Update
3. PSRC Transportation Policy Update
4. Commissioners’ Comments

Chair Kent Keel

Commissioner Mello

#### **EXECUTIVE SESSION**

#### **ADJOURNMENT**



Board of Commissioners  
Fact Sheet No.: 2018-040  
Date: June 11, 2018

TITLE: Election of Pierce Transit Board Chair

DIVISION: Executive

SUBMITTED BY: Deanne Jacobson, Clerk of the Board

RELATED ACTION: N/A

ATTACHMENTS: None

RELATION TO STRATEGIC PLAN: N/A

BUDGET INFORMATION: N/A

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#### BACKGROUND:

Pursuant to Pierce Transit Code Section 2.12.020, the chairperson shall be elected from among the voting members at a first meeting in June of each year. In the event of a vacancy, the voting members will elect a new chairperson at the next regular meeting. A board member shall not serve as chairperson for more than two consecutive one-year terms, effective May 1983. The current chair, Commissioner Kent Keel, has termed out, thus it is appropriate for the Board to elect a new chair at this time.

If through the election process at the June 11, 2018 Board meeting a vacancy is created in the vice-chair position, Section 2.16.020 of the Pierce Transit Code states that the vice-chairperson shall be elected at the next regular meeting.

In addition, pursuant to Section 1 of the Combined Communications Network (CCN) Executive Board Bylaws and Rules of Procedure, The Chair of the Pierce Transit Board of Commissioners (or his/her designee) shall also serve on the CCN Executive Board. It is necessary for the newly elected Chair to either serve on the CCN Executive Board or appoint a designee to serve on the CCN Executive Board. Commissioner Rick Talbert is currently serving on the CCN Executive Board.

The CCN Executive Board meets the second Wednesday each month at 1:30 pm at the Tacoma Mall Plaza, 2<sup>nd</sup> Floor Conference Room, 2702 S. 42<sup>nd</sup> St., Tacoma, WA 98409.

The proper procedure for election of chair is as follows:

1. The Chair calls for nominations for Chair. No motion or second is needed.
2. When all nominations have been made, Chair asks a final time if there are any further nominations. After all nominations have been offered, a motion to close nominations is in order.
3. Nominees will be voted on in the order in which they were received, and the first nominee to receive a majority vote will be elected.

4. The Chair calls for the vote on each person nominated in the order nomination were received. Board Members then cast votes for nominee(s). (Nominees are permitted and encouraged to vote.)

5. When the first nominee receives a majority of the vote, declare that person to be elected.

ALTERNATIVES:

None

PROPOSED MOTION:

Board shall elect a new chair with a term ending June 2019. The newly elected chair shall appoint a representative to the CCN Executive Board.



Board of Commissioners  
Fact Sheet No.: 2018-041  
Date: June 11, 2018

TITLE: A Resolution Donating a Surplus Vehicle to Pioneer Human Services Pursuant to the Pierce Transit Care-A-Van Program

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Business Partnership Administrator

RELATED ACTION:

Resolution No. 15-068 Creating the Care-A-Van Grant Program for Donation of Surplus Vehicles to Qualifying Non-Profit Organization

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

BUDGET IMPACT: \$(3882)  
Estimated Kelley Bluebook value in "good" condition

Explanation: The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-A-Van program, the approximate Kelley Bluebook value of which if sold in "good" condition is:

VIN: 1FBNE31L56HA09308  
Make/Model/Year: FORD E350, 2006  
Mileage: 140229  
Estimated Kelley Bluebook Value in "good" condition: \$3882

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BACKGROUND:

From time to time, Pierce Transit surpluses rolling stock that has exceeded its useful life for public transit and in the past, Pierce Transit has sold surplus rolling stock at auction for relatively small amounts, because when a vehicle is deemed surplus, it typically is beyond its reasonable service life and usually has little to no appreciable market value. Certain non-profit organizations have expressed a need for and interest in utilizing Pierce Transit's surplus vehicles to provide transportation services to Pierce County residents and visitors.

Pierce Transit has identified the above-listed surplus vehicle as having potential to meet the needs of non-profit organizations based on the vehicle's mileage and maintenance history.

By Resolution 15-068, the Board of Commissioners created the Care-A-Van program that provides for the donation of surplus vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including trips that would be SHUTTLE eligible. Through the Care-A-Van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. In the most recent

round of applications, Staff received five applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to Pioneer Human Services based on the strength of this organization's application and ranking.

After review and a competitive assessment of the applications, Staff recommends the award of a Care-A-Van vehicle to Pioneer Human Services. This organization has demonstrated the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and has provided a description of how the vehicle will best meet the transportation needs of Pierce County residents and visitors. This non-profit organization is also able to sign a contract in substantially the same form as Exhibit A hereto.

Pioneer Human Services provides young incarcerated adults with job training and job search assistance, family rebuilding classes, resource services, treatment and counseling as they transition back into the community. Their Community Reentry Skills Center is located in Tacoma and assists young incarcerated adults between the ages of 18 and 20 in transitioning back into the community through an array of programs including job-readiness training, family rebuilding classes, treatment and counseling, resource services and job search assistance. The van will be used to provide transportation for program participants to and from Bates Technical College for occupational training each work day, as well as trips to the fitness center and other recreational activities on the weekends.

Applications from organizations that meet donation requirements but which did not score high enough to be recommended for a vehicle at this time will be kept on file and considered for future donations.

#### ALTERNATIVES:

An alternative would be to not award this vehicle, in which case, staff will sell the vehicle(s) at auction.

#### PROPOSED MOTION:

Approve Resolution No. 2018-017 awarding a Care-A-Van vehicle to Pioneer Human Services, subject to the terms and conditions of the Care-A-Van Agreement.

## RESOLUTION NO. 2018-017

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicle #7115 to Pioneer  
2 Human Services Pursuant to the Pierce Transit Care-A-Van Program  
3

4 WHEREAS, By Resolution No. 15-068, the Pierce Transit Board of Commissioners adopted the Care-A-  
5 Van Program pursuant to which the Agency may donate an otherwise surplussed vehicle to a qualified non-  
6 profit organization, provided that the recipient organization agrees, among other contractual requirements, to  
7 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce  
8 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were otherwise  
9 sold at auction; and

10 WHEREAS, an application has been submitted by Pioneer Human Services for donation of a surplus  
11 vehicle from the Care-A-Van Program; and

12 WHEREAS, Pioneer Human Services is a qualified social service agency organized under and existing  
13 pursuant to the laws of the State of Washington; and

14 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that Pioneer  
15 Human Services be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-Van Grant  
16 Program Agreement; and

17 WHEREAS, Pierce Transit has a surplus Ford E350 Van, VIN 1FBNE31L56HA09308 (" the Van"), and  
18 Pierce Transit's Maintenance Department recommends that the Van be deemed surplus and has determined  
19 that the Van is appropriate for donation through the Care-A-Van program; and

20 WHEREAS, the donation of the Van will aid Pioneer Human Services in their work for the community  
21 while benefiting Pierce Transit by offsetting transportation services that would otherwise be provided by Pierce  
22 Transit at greater expense; and

23 WHEREAS, Pioneer Human Services is an organization that provides young incarcerated adults with  
24 job training and job search assistance, family rebuilding classes, resource services, treatment and counseling  
25 as they transition back into the community; and

26 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of  
27 Pierce County that the Van be granted to Pioneer Human Services.

28 NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

29 1. The Van is hereby donated to Pioneer Human Services pursuant to the terms and conditions in  
30 substantially the same form as the Care-A-Van Grant Program Agreement.







Board of Commissioners  
Fact Sheet No.: 2018-042  
Date: June 11, 2018

TITLE: A Resolution Donating a Surplus Vehicle to Tacoma  
Boxing Club Pursuant to the Pierce Transit Care-A-Van  
Program

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Business Partnership  
Administrator

RELATED ACTION:

Resolution No. 15-068 Creating the Care-A-Van Grant Program for Donation of Surplus Vehicles to Qualifying Non-Profit  
Organization

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

BUDGET IMPACT: \$(3,267)

Estimated Kelley Bluebook value in "good" condition

Explanation: The following vehicle has been identified by the Maintenance Department as being appropriate for  
donation through the Care-A-Van program, the approximate Kelley Bluebook value of which if sold in "good" condition  
is:

VIN: 1FBNE31L86HA09285

Make/Model/Year: FORD E350, 2006

Mileage: 159720

Estimated Kelley Bluebook Value in "good" condition: \$3,267

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BACKGROUND:

From time to time, Pierce Transit surpluses rolling stock that has exceeded its useful life for public transit and in the past, Pierce Transit has sold surplus rolling stock at auction for relatively small amounts, because when a vehicle is deemed surplus it typically is beyond its reasonable service life and usually has little to no appreciable market value. Certain non-profit organizations have expressed a need for and interest in utilizing Pierce Transit's surplus vehicles to provide transportation services to Pierce County residents and visitors.

Pierce Transit has identified the above-listed surplus vehicle as having potential to meet the needs of non-profit organizations based on the vehicle's mileage and maintenance history.

By Resolution 15-068, the Board of Commissioners created the Care-A-Van program that provides for the donation of surplus vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including trips that would be SHUTTLE eligible. Through the Care-A-Van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. In the most recent

round of applications, Staff received five applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to Tacoma Boxing Club based on the strength of this organization's application and ranking.

After review and a competitive assessment of the applications, Staff recommends the award of a Care-A-Van vehicle to Tacoma Boxing Club. This organization has demonstrated the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and has provided a description of how the vehicle will best meet the transportation needs of Pierce County residents and visitors. This non-profit organization is also able to sign a contract in substantially the same form as Exhibit A hereto.

Tacoma Boxing Club provides boxing training and competition opportunities to low-income and at-risk youth and young adults. It is comprised of male and female athletes, ages 8 to adult, mostly from the South Sound area. The gym is located at the Edison Elementary Annex in Tacoma. The van will be used to transport low-income and at-risk youth and young adults to boxing events throughout the Puget Sound as well as to an annual competition in Nevada.

Applications from organizations that meet donation requirements but which did not score high enough to be recommended for a vehicle at this time will be kept on file and considered for future donations.

#### ALTERNATIVES:

An alternative would be to not award this vehicle, in which case, staff will sell the vehicle(s) at auction.

#### PROPOSED MOTION:

Approve Resolution No. 2018-018 awarding a Care-A-Van vehicle to Tacoma Boxing Club, subject to the terms and conditions of the Care-A-Van Agreement.

## RESOLUTION NO. 2018-018

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicle #7092 to Tacoma  
2 Boxing Club Pursuant to the Pierce Transit Care-A-Van Program

3  
4 WHEREAS, By Resolution No. 15-068, the Pierce Transit Board of Commissioners adopted the Care-A-  
5 Van Program pursuant to which the Agency may donate an otherwise surplus vehicle to a qualified non-profit  
6 organization, provided that the recipient organization agrees, among other contractual requirements, to  
7 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce  
8 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were otherwise  
9 sold at auction; and

10 WHEREAS, an application has been submitted by Tacoma Boxing Club for donation of a surplus  
11 vehicle from the Care-A-Van Program; and

12 WHEREAS, Tacoma Boxing Club is a qualified social service agency organized under and existing  
13 pursuant to the laws of the State of Washington; and

14 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that Tacoma  
15 Boxing Club be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-Van Grant Program  
16 Agreement; and

17 WHEREAS, Pierce Transit has a surplus Ford E350 Van, VIN 1FBNE31L86HA09285 ("the Van"), and  
18 Pierce Transit's Maintenance Department recommends that the Van be deemed surplus and has determined  
19 that the Van is appropriate for donation through the Care-A-Van program; and

20 WHEREAS, the donation of the Van will aid Tacoma Boxing Club in their work for the community while  
21 benefiting Pierce Transit by offsetting transportation services that would otherwise be provided by Pierce Transit  
22 at greater expense; and

23 WHEREAS, Tacoma Boxing Club is an organization that provides boxing training and competition  
24 opportunities to low-income and at-risk youth and young adults; and

25 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of  
26 Pierce County that the Van be granted to Tacoma Boxing Club.

27 NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

28 1. The Van is hereby donated to Tacoma Boxing Club pursuant to the terms and conditions in  
29 substantially the same form as the Care-A-Van Grant Program Agreement.

2. Once Tacoma Boxing Club agrees to all terms of the Pierce Transit's Care-A-Van Grant Program Agreement, Pierce Transit staff is authorized to transfer title of said vehicle to Tacoma Boxing Club.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 11th day of June 2018.

PIERCE TRANSIT

Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC  
Clerk of the Board



Board of Commissioners  
Fact Sheet No.: 2018-043  
Date: June 11, 2018

TITLE: A Resolution Donating a Surplus Vehicle to Tacoma Urban League Pursuant to the Pierce Transit Care-A-Van Program

DIVISION: Planning & Community Development

SUBMITTED BY: Penny Grellier, Business Partnership Administrator

RELATED ACTION:

Resolution No. 15-068 Creating the Care-A-Van Grant Program for Donation of Surplus Vehicles to Qualifying Non-Profit Organization

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

BUDGET IMPACT: \$(3882)  
Estimated Kelley Bluebook value in "good" condition

Explanation: The following vehicle has been identified by the Maintenance Department as being appropriate for donation through the Care-A-Van program, the approximate Kelley Bluebook value of which if sold in "good" condition is:

VIN: 1FBNE31L36HA09288  
Make/Model/Year: FORD E350, 2006  
Mileage: 140376  
Estimated Kelley Bluebook Value in "good" condition: \$3882

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BACKGROUND:

From time to time, Pierce Transit surpluses rolling stock that has exceeded its useful life for public transit and in the past, Pierce Transit has sold surplus rolling stock at auction for relatively small amounts, because when a vehicle is deemed surplus, it typically is beyond its reasonable service life and usually has little to no appreciable market value. Certain non-profit organizations have expressed a need for and interest in utilizing Pierce Transit's surplus vehicles to provide transportation services to Pierce County residents and visitors.

Pierce Transit has identified the above-listed surplus vehicle as having potential to meet the needs of non-profit organizations based on the vehicle's mileage and maintenance history.

By Resolution 15-068, the Board of Commissioners created the Care-A-Van program that provides for the donation of surplus vehicles to certain non-profit organizations expected to utilize the vehicle to defray the cost of Pierce Transit's service, since many of those organizations would be providing trips that would otherwise be provided by Pierce Transit, including trips that would be SHUTTLE eligible. Through the Care-A-Van vehicle donation program, interested non-profit organizations have applied for the surplus vehicles through a competitive selection process. In the most recent

round of applications, Staff received FIVE applications, has ranked those applications based on established criteria, and recommends awarding this vehicle to Tacoma Urban League based on the strength of this organization's application and ranking.

After review and a competitive assessment of the applications, Staff recommends the award of a Care-A-Van vehicle to Tacoma Urban League. This organization has demonstrated the financial capacity to follow all state and federal laws regarding maintaining and insuring the vehicle and has provided a description of how the vehicle will best meet the transportation needs of Pierce County residents and visitors. This non-profit organization is also able to sign a contract in substantially the same form as Exhibit A hereto.

Tacoma Urban League provides mentoring and educational support to middle school youth enrolled in the Tacoma Public School District in neighborhoods identified as having a higher rate of gang activity. The van will be used in conjunction with the League's afterschool Male Involvement Program, to bring participants from school-based programming activities to their home address. Other trips include enrichment and educational field trips throughout Pierce County.

Applications from organizations that meet donation requirements but which did not score high enough to be recommended for a vehicle at this time will be kept on file and considered for future donations.

#### ALTERNATIVES:

An alternative would be to not award this vehicle, in which case, staff will sell the vehicle(s) at auction.

#### PROPOSED MOTION:

Approve Resolution No. 2018-019 awarding a Care-A-Van vehicle to Tacoma Urban League, subject to the terms and conditions of the Care-A-Van Agreement.

## RESOLUTION NO. 2018-019

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Donating Vehicle #7095 to Tacoma  
2 Urban League Pursuant to the Pierce Transit Care-A-Van Program  
3

4 WHEREAS, By Resolution No. 15-068, the Pierce Transit Board of Commissioners adopted the Care-A-  
5 Van Program pursuant to which the Agency may donate an otherwise surplus vehicle to a qualified non-profit  
6 organization, provided that the recipient organization agrees, among other contractual requirements, to  
7 maintain and insure the vehicle and provide and report on a certain level of transportation services to Pierce  
8 County residents and visitors sufficient to cover the approximate value of the surplus vehicle if it were otherwise  
9 sold at auction; and

10 WHEREAS, an application has been submitted by Tacoma Urban League for donation of a surplus  
11 vehicle from the Care-A-Van Program; and

12 WHEREAS, Tacoma Urban League is a qualified social service agency organized under and existing  
13 pursuant to the laws of the State of Washington; and

14 WHEREAS, after a competitive evaluation process, Pierce Transit staff has recommended that  
15 Tacoma Urban League be the recipient of a vehicle pursuant to the terms of Pierce Transit's Care-A-Van  
16 Grant Program Agreement; and

17 WHEREAS, Pierce Transit has a surplus Ford E350 Van, VIN 1FBNE31L36HA09288 ("the Van"), and  
18 Pierce Transit's Maintenance Department recommends that the Van be surplus and has determined that the Van  
19 is appropriate for donation through the Care-A-Van program; and

20 WHEREAS, the donation of the Van will aid Tacoma Urban League in their work for the community  
21 while benefiting Pierce Transit by offsetting transportation services that would otherwise be provided by Pierce  
22 Transit at greater expense; and

23 WHEREAS, Tacoma Urban League is an organization that provides mentoring and educational  
24 support to middle school youth enrolled in the Tacoma Public School District in neighborhoods identified as  
25 having a higher rate of gang activity; and

26 WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of  
27 Pierce County that the Van be granted to Tacoma Urban League.

28 NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

29 1. The Van is hereby donated to Tacoma Urban League pursuant to the terms and conditions in  
30 substantially the same form as the Care-A-Van Grant Program Agreement.



2. Once Tacoma Urban League agrees to all terms of the Pierce Transit's Care-A-Van Grant Program Agreement, Pierce Transit staff is authorized to transfer title of said vehicle to Tacoma Urban League.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 11th day of June 2018.

PIERCE TRANSIT

Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

Deanne Jacobson, CMC  
Clerk of the Board



**PIERCE TRANSIT  
NOTICE OF PUBLIC HEARING  
PROPOSED TRANSIT DEVELOPMENT PLAN: 2018-2023**

Pierce Transit's draft edition of the Transit Development Plan (TDP) covering 2018-2023 has been filed with the Clerk of the Board. A copy will be available for review after June 4, 2018 at [www.piercetransit.org/documents/](http://www.piercetransit.org/documents/) or by contacting:

Darin L. Stavish, AICP, Principal Planner  
Pierce Transit – Transit Development Department  
P.O. Box 99070  
Lakewood, WA 98496-0070  
Office (Direct): 253-983-3329  
Email: [dstavish@piercetransit.org](mailto:dstavish@piercetransit.org)

A public hearing will be held as part of the Board of Commissioners' meeting on Monday, June 11, 2018. The meeting begins at 4:00 p.m. and is held in the Pierce Transit Training Center - Rainier Conference Room, 3720 96<sup>th</sup> Street SW, Lakewood, Washington 98499.

The public is invited to appear at the hearing to offer testimony. Written comments should be submitted to Darin L. Stavish, Principal Planner, P.O. Box 99070, Lakewood, WA 98496, no later than Monday, July 2, 2018, at 5:00 p.m.

The Transit Development Plan (TDP) reports on Pierce Transit's annual operating budget, capital investments, and business strategies, and is submitted to the Washington State Department of Transportation annually. This year's TDP highlights agency work accomplished in 2017; provides a general outline of services and facility changes anticipated from 2018-2023; and financial elements (both operating and capital), budgeted for 2017 plus projected for 2019-2024. Once finalized, Pierce Transit will use the TDP to guide specific development of upcoming service designs, business strategies, and budget considerations.

Registered SHUTTLE customers may obtain specialized transportation to and from the hearing by calling SHUTTLE at (253) 581-8000, Option 2, from one to five days in advance of the hearing. An interpreter for the hearing impaired will be provided upon request with a minimum notice of five days.

*Published in the Tacoma News Tribune and Tacoma Daily Index on May 30, 2018.*

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
SPECIAL STUDY SESSION  
MINUTES**

**May 14, 2018**

**CALL TO ORDER**

Chair Keel called the meeting to order at 3:21 p.m.

**ROLL CALL**

Commissioners present:

Kent Keel, Chair of the Board, City of University Place Mayor  
Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Rick Talbert, Pierce County Councilmember  
Don Anderson, City of Lakewood Mayor  
Victoria Woodards, Mayor of City of Tacoma  
Ryan Mello, City of Tacoma Councilmember  
Robin Farris, Puyallup City Council  
Nancy Henderson, Vice Chair of the Board, Town of Steilacoom Councilmember  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)

Commissioners excused:

Bruce Dammeier, Pierce County Executive

Staff present:

Sue Dreier, Chief Executive Officer  
Dana Henderson, General Counsel  
Deanne Jacobson, Clerk of the Board

**DISCUSSION**

**Review of Rider and Customer Surveys**

Transit Development Manager Jay Peterson introduced Rebecca Elmore Yalch and Nathan Wiggin, Consultants from Northwest Research.

Ms. Yalch reviewed the data obtained from the Community Survey and Customer Surveys conducted in 2017, providing a full picture of the community and customers it serves.  
(*Commissioner Farris arrived at 3:26 p.m.*)

It was noted that the surveys still show a need for more frequency and span as well as the need for more weekend hours.

## Logo Refresh

Marketing Assistant Manager Kathy Walton and Sr. Marketing Design Specialist Tunisia Price reviewed design proposals for an updated logo. Ms. Walton noted that the current logo has become dated and has only undergone minor changes since 1980. She noted that the proposal does not constitute a full rebranding. NW Research conducted feedback from citizens about Pierce Transit's current brand and feedback from the survey has been incorporated into the proposed logos.

The logo refresh/update is being done in house to save on costs and it will be phased in over five years at natural transition points. Ms. Walton noted that the headquarters and perimeter signs are estimated to cost approximately \$92,000. The remainder of the costs will be incorporated at the end of the life of the cost and the expense will be staff time.

The Board reviewed three potential designs and by consensus the Board noted their support for Design B.

A short discussion ensued about whether the logo would accommodate individuals who are color blind. It was noted that the logo will be available in black and white and color.

There being no further business before the Board, the meeting was adjourned at 4:15 p.m.

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Deanne Jacobson  
Clerk of the Board

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Kent Keel, Chair  
Board of Commissioners

**PIERCE TRANSIT  
BOARD OF COMMISSIONERS  
MINUTES**

**May 14, 2018**

**CALL TO ORDER**

Chair Keel called the meeting to order at 4:15 p.m.

**PLEDGE OF ALLEGIANCE**

For those attendees who chose to participate, Chair Keel led attendees in the pledge of allegiance.

**ROLL CALL**

Commissioners present:

Kent Keel, Chair of the Board, City of University Place Mayor  
Nancy Henderson, Vice Chair of the Board, Town of Steilacoom Councilmember  
(*representing Auburn/Gig Harbor/Fircrest/Pacific/Ruston/Steilacoom*)  
Bruce Dammeier, Pierce County Executive  
Daryl Eidinger, City of Edgewood Mayor (*representing Fife/Milton/Edgewood*)  
Rick Talbert, Pierce County Councilmember  
Don Anderson, City of Lakewood Mayor  
Ryan Mello, City of Tacoma Councilmember  
Robin Farris, Puyallup City Council  
Victoria Woodards, Mayor of City of Tacoma

Staff present:

Sue Dreier, Chief Executive Officer  
Dana Henderson, General Counsel  
Deanne Jacobson, Clerk of the Board

**PRESENTATIONS**

**April 2018 Operator of the Month ~ Eddie Harris**

Transit Operator Assistant Manager Scott Gaines honored Operator Eddie Harris for being selected Operator of the Month for April 2018. He detailed his accomplishments and read comments submitted by customers.

Operator Harris thanked (Commissioner *Dammeier arrived at 4:21 p.m.*) CEO Dreier for the opportunity. He shared a heart-felt story about how Mike Griffus, Executive Director of Service and Delivery, went above and beyond in recognizing him amongst his patrons for being selected Operator of the Month.

On behalf of the Board, Chair Keel thanked Mr. Harris for his contributions.

## **Update on PiercePay**

Transit Development Manager Jay Peterson provided an update on the PiercePay program. He reviewed the ridership statistics, the financial costs for using Hopthru, survey information relating to the ease of use of the app and the demographic overview of the people using the app.

He suggested that Pierce Transit pursue a longer-term agreement with Hopthru. Upon inquiry, Mr. Peterson clarified that the Hopthru app could support a student quarterly pass program.

## **PUBLIC COMMENT**

Chair Keel provided direction for participating in public comment and the following individuals spoke:

Walt Hurd, Tacoma, noted it is difficult for him to access certain routes, and a coach didn't show up last Saturday.

Tammy Cox, Lakewood, reported that non-service animals are on the bus; that patrons are eating and drinking on the bus, talking loudly and listening to music. She reported that the bus is over-crowded and passengers are not listening to the bus driver. She noted that passengers are not paying their fares and requested more transit security. She recommended that Operators Kelly and Mike be selected for Operator of the Month.

## **CONSENT AGENDA**

*(Items listed below were distributed to Commissioners in advance for reading and study and are enacted with one motion. Item(s) may be moved to the Action Agenda at the request of a Commissioner.)*

Commissioners Woodards and Talbert **moved** and seconded to approve the consent agenda as presented.

Motion **carried**, 9.0.

1. Approval of Vouchers, April 30, 2018  
Operating Fund #10  
Self-Insurance Fund #40  
Capital Fund #90  
Voucher CK Nos. 362042 through 362554  
Advance Travel CK Nos. 1310 through 1315  
Wire Nos. 2200 through 2219  
Total \$5,425,298.32
2. 2018 First Quarter Sole Source/100K Report
3. Minutes: Special Study Session and Regular Board Meeting of May 14, 2018.
4. FS 18-031, approved Resolution No. 18-013 declaring the vehicles presented in Exhibit A as surplus property and authorizing the sale or donation thereof.

5. FS 18-032, approved Resolution No. 18-014 authorizing the CEO to transfer real property located at 3607 and 3611 Hunt St. NW in Gig Harbor to the City of Gig Harbor pursuant to a quitclaim deed and subject to a restrictive covenant that requires the City to use the property to develop a food bank with related social services at the location for at least five years.
6. FS 18-033, approved Resolution No. 18-015, Amending the 2018 Capital Budget for the SR512 Transit Center Renewal project to transfer \$490,329 from project 0483, \$106,821 from project 0485 and \$238,952 from the 2018 capital fund reserve.
7. FS 18-034, authorized the Chief Executive Officer to enter into and execute a contract with Westwater Construction Company to replace all asphalt surfaces and make other needed repairs and improvements to SR-512 Transit Center and Park and Ride.
8. FS 18-035, authorized the CEO to enter into and execute a contract with Puget Paving & Construction, Inc., to make repairs to the Tacoma Mall Transit Center and the Tacoma Community College Transit Center and Park and Ride.
9. FS 18-036, authorized the CEO to enter into and execute sole source contract for a CAD/AVL System Cellular Services Upgrade with Conduent Transport Solutions, Inc.
10. FS 18-037, authorized the CEO to enter into and execute a three-year contract with 2, one-year optional extensions for Network Security Audit Services with Moss Adams, LLP.
11. FS 18-038, approved Resolution No. 18-016, amending the 2018 Capital Project Budget to include upgrading the Transit Signal Priority (TSP) treatments in the Pacific Avenue / SR-7 Corridor conforming to the proposed BRT alignment.

### **ACTION AGENDA**

1. FS 18-039, Authorization to Implement a One Year Pilot Project to Sell One-Ride Tickets and All Day Passes to Registered 501-c3 Not for Profit Human/Social Service Agencies at Fifty Percent Discount

Transit Development Manager Jay Peterson provided a presentation on the proposal.

A discussion ensued about the vetting process to determine discounted tickets for 501-C3 human services agencies versus other kinds of 501-C3 agencies.

It was recommended that the program should be rolled out to the communities before summer or wait until fall.

Motion **carried**, 9-0

## **STAFF UPDATES/DISCUSSION**

### **CEO's Report**

CEO Dreier reported ridership is up since April. She distributed the brochure for the Limited Access Connection program and announced that this service kicks off tomorrow. She reported that the midlife repairs at the Tacoma Dome Station are moving along nicely and the renewal for the 512 Park and Ride will kick off this summer.

She concluded her report by announcing that Vivienne Kamphaus, Director of Administration, will be retiring June 1, 2018 and thanked her for all her contributions.

## **INFORMATIONAL BOARD ITEMS**

**Chair Report** – Chair Keel noted that the Board will elect a new Chair at the next meeting and he thanked Ms. Kamphaus for her work and support.

**Sound Transit Update** – Commissioner Woodards noted that the Hilltop Tacoma Link extension was awarded \$75 million in federal funding.

**PSRC Transportation Policy Board Update** – Commissioner Mello announced that the Transportation Policy Board recommended a list of projects to the Executive Board, which helps in fast tracking projects. He reviewed the projects that are recommended for funding in Pierce County.

### **Commissioners' Comments**

Commissioner Anderson announced that former Mayor of Lakewood and former Pierce Transit Board Member Claudia Thomas passed away on May 12, 2018. He noted that she was a great friend to the youth, to the community, and to transit.

Commissioner Robin Farris thanked Mike Griffus, Director of Service and Delivery, for his leadership.

## **CLOSED SESSION/EXECUTIVE SESSION**

At 5:07 p.m., Chair Keel announced that the Board will go into Executive Session for approximately 25 minutes to discuss the performance of a public employee pursuant to RCW 42.30.110 (1) (g), and following this procedure, the Board will enter into Closed Session discussions pertaining to Collective Bargaining for the IAM contract for approximately 20 minutes pursuant to RCW 42.30.140 (b). It was noted that the Board anticipates taking final action in open session on the matter regarding the performance of a public employee. *(The Board entered into Executive Session at 5:16 p.m. after the attendees cleared the room.)*

At 5:41 p.m., the executive session was extended approximately 20 additional minutes and the extension was announced to attendees. *(At 5:42 p.m., Commissioner Henderson left the meeting; at 5:46 p.m., Commissioner Woodards left the meeting.)*



## **RECONVENE**

Chair Keel reconvened the regular meeting at 6:01 p.m.

## **OTHER BUSINESS**

Commissioners Dammeier and Talbert **moved** and seconded to adopt the CEO's 2017-2018 composite evaluation in accordance with the discussions of the CEO's performance which was held in executive session with the exception of the general assignment bonus criteria for 2018-2019, which will be resolved at a future Board meeting.

Motion **carried**, 7-0.

Commissioners Dammeier and Talbert **moved** and seconded to direct the Chair to extend the CEO's employment contract by three years.

Motion **carried**, 7-0.

Commissioners Dammeier and Talbert **moved** and seconded to direct the Chair to enter into the following amendments of the CEO's employment contract:

1. Increase her base pay by 3 percent; and
2. Increase the contribution to her 401(a) by 2 percent to take into account the fact that Pierce Transit does not contribute to Social Security for its employees; and
3. Increase her car allowance by \$150.00 per month; and
4. Modify her contract so that her annual self-review be submitted to the Board as opposed to the Executive Finance Committee; and
5. Modify Section 5.c of her contract to provide that the Executive shall receive cash compensation for unused personal days upon termination of employment; and
6. All other terms and conditions to remain the same.

Motion **carried**, 7-0.

## **ADJOURN**

At 6:01 p.m., the meeting was adjourned into closed session for labor negotiations pursuant to RCW 42.30.140 (b).

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Deanne Jacobson  
Clerk of the Board

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Kent Keel, Chair  
Board of Commissioners



Board of Commissioners  
Fact Sheet No.: 2018-044  
Date: June 11, 2018

TITLE: Authority to Amend the 2018 Capital Budget to Include Appropriation from Washington State Supplementation Transportation Budget in the Amount of \$300,000 for Real Time Information Signage

DIVISION: Planning & Community Development

SUBMITTED BY: Max Henkle, Senior Planner

PRECEDING ACTION: N/A

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Customer

### BUDGET INFORMATION

Is it Budgeted? ☒Yes / ☐No

Project Name or Number: Real Time Information Signage Project #0546

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 0	This resolution amends the Capital Project Budget to accept \$300,000 from the 2018 Washington State Supplemental Transportation budget for real-time information signage.
Grant/Other Amounts	\$ 300,000	
Total Expenditure	\$ 300,000	

### BACKGROUND:

Staff requests authority to amend the 2018 Capital Project Budget for the Real-Time Information Signage capital project. This project will equip the Lakewood Transit Center, Tacoma Community College Transit Center, Tacoma Mall Transit Center, Commerce Street Transfer Area, South Hill Transit Center, 72nd Street Transit Center, Parkland Transit Center, Tacoma Dome Station, and SR-512 Park and Ride with digital displays indicating estimated arrival times of routes that serve them.

Research has shown that when transit riders are provided an estimate of bus arrival, perceived wait times are reduced. Pierce Transit currently publishes real-time vehicle position information to the public through feeds such as OneBusAway. However, not every transit rider has the ability and/or knowledge to access this information through a web-enabled mobile device. Real-time signage would allow continuously updated bus arrival information to be displayed to the public ubiquitously. Real-time displays also can communicate service alerts and related messages. Therefore, the availability of real-time signage at our facilities will enhance the user experience of our customers. This

project also facilitates regional coordination by displaying arrival information from Sound Transit and Intercity Transit service where applicable.

This 2018 capital project was initially approved with internal funds in the amount of \$180,000. Subsequently, Pierce Transit's Government Relations team worked to successfully secure \$300,000 in the 2018 Washington State Supplemental Transportation budget, allowing the agency to expand the scope of the project by providing more signage than initially envisioned.

**STAFF RECOMMENDATION:**

Authorize the amendment to the 2018 Capital Project Budget to increase the Real-Time Information Signage project budget to \$300,000.

**ALTERNATIVES:**

Do not increase budget to \$300,000; reject all or a portion of the appropriation from the state in an amount up to \$300,000, and pay for a project of reduced scope using internal funds.

**PROPOSED MOTION:**

Approve Resolution No. 2018-020, amending the 2018 Capital Budget to include appropriation from Washington State Supplementation Transportation Budget in the Amount of \$300,000 for Real Time Information Signage.

**RESOLUTION NO. 2018-020**

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing an Amendment to the 2018 Capital Project Budget for Real-Time Information Signage at Transit Facilities

WHEREAS, the Board of Commissioners of Pierce Transit approved the 2018 Capital Budget to include Real Time Information Signage; and

WHEREAS, the 2018 Washington State Supplemental Transportation budget has an appropriation in the amount of \$300,000 for Real-Time Information Signage at major facilities served by Pierce Transit; and

WHEREAS, real-time signage has been shown to reduce perceived transit wait times and distribute service related information; and

WHEREAS, digital signage will increase equity by allowing riders without the knowledge and/or ability to readily access real-time arrival information; and

WHEREAS, this project seeks to build upon the technologies and investments already made by Pierce Transit as well as facilitate regional coordination by sharing arrival information from other agencies serving these facilities.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

Section 1. The 2018 Capital Budget for Real-Time Information Signage at Transit Facilities is hereby amended to increase to \$300,000.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 11th day of June 2018.

PIERCE TRANSIT

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Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board



Board of Commissioners  
Fact Sheet No.: 2018-045  
Date: June 11, 2018

TITLE: Authorize the Chief Executive Officer to Execute a Contract with AgreeYa Solutions, Inc., to Provide SharePoint Redesign, Implementation Services, and Ongoing Managed Services

DIVISION: Finance

SUBMITTED BY: Erik Solberg, Senior Project Manager

RELATED ACTION: N/A

ATTACHMENTS: NA

RELATION TO STRATEGIC PLAN: Internal

### BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: SharePoint Upgrade (0517)

☒ Operating Budget

☒ Capital Budget

FUNDING SOURCE: Capital		EXPLANATION:
Implementation Contract	\$ 316,472	<b>Capital:</b> Funds not allocated to the contract or use tax will be dedicated to contingency reserve. This is important as components of the project will use an agile methodology to develop out the solution which can incur additional configuration, development, and implementation services.
Use Tax	\$ 31,331	
Contingency	\$ 82,931	
<b>Total Capital Expenditure</b>	<b>\$ 430,734</b>	
FUNDING SOURCE: Operating		<b>Operating:</b> Operating funds will provide ongoing managed services for new department sites, modifying templates, enhancing features, training, and other such activities related to supporting SharePoint based Intranet built by AgreeYa for Pierce Transit.
Managed Services Contract	\$ 50,000 /year	
<b>Total Operating Expenditure for 2 year contract plus 3 option years (if option years are exercised)</b>	<b>\$ 250,000</b>	

### BACKGROUND:

As a part of its ongoing effort to improve internal communication, file sharing, and collaboration, Pierce Transit included this project in the approved 2017 budget. The aim of this project is to move the Agency to the most recent version of SharePoint while at the same time redesigning the entire site. SharePoint is a communication platform, and the newer version will allow for workflows, extended content capabilities, electronic signatures,

version control for files, document classifications, and records retention. It will also provide enhanced features to communicate with employees, allow for community sites to share and discuss ideas, and provide better search functionality. As a part of the effort to increase controls and manage Pierce Transit's ongoing portfolio of projects, a large component of this project is dedicated to building out a portfolio management solution for the Project Management Office (PMO), ensuring that the PMO has the tools necessary to manage a broad range of projects.

The Request for Proposals was released on October 25, 2017 and proposals were due November 29, 2017. There were one hundred (100) firms on the bidders list and fifty-nine (59) firms downloaded the proposal documents. The proposal was advertised with the Daily Journal of Commerce, Tacoma Daily Index, Office of Minority and Women Business Enterprises and Pierce Transit's website as well as being distributed by Plan Centers registered on Pierce Transits eBids website. Eight (8) proposals were received and evaluated by committee. The top three (3) proposers provided an on-site demonstration of their SharePoint solution and the committee determined that AgreeYa Solutions meets the requirements and will provide an excellent solution for this project.

#### STAFF RECOMMENDATION:

Authorize the Chief Executive Officer to enter into and execute a Contract with AgreeYa Solutions to provide SharePoint Redesign and Implementation services with ongoing Managed Services for two (2) years with the option to extend the Managed Services portion for three (3) additional one year terms with negotiated hours, services and costs for a not to exceed capital cost of \$430,734 and a not to exceed operating cost of \$250,000.

#### ALTERNATIVES:

- 1) Continue to use the current version of SharePoint. This alternative is not recommended as Pierce Transit is four versions behind and the core application is no longer supported or patched, which poses a substantial security risk. Additionally, we would not be able to take advantage of all the added functionality the newer version provides.
- 2) Reject the Proposal and re-solicit. This is not recommended because there was more than adequate participation. AgreeYa Solutions can satisfy all the requirements of the Request for Proposals and has met all Proposer responsibility requirements. The Price Proposal has been analyzed and has been determined to be fair and reasonable.

#### PROPOSED MOTION:

Authorize the Chief Executive Officer to enter into and execute a contract with AgreeYa Solutions, Inc., to provide SharePoint redesign, implementation services, and ongoing managed services.



Board of Commissioners  
Fact Sheet No.: 2018-046  
Date: June 11, 2018

TITLE: Authorize the CEO to Execute a Contract with Rosco Collision Avoidance, Inc., for the Installation of a Collision Avoidance Warning System on 30 Buses

DIVISION: Maintenance

SUBMITTED BY: Heidi H. Soule, PMO Manager

RELATED ACTION: N/A

Resolution 17-048, Authorization to Execute an Agreement with Washington State Transit Insurance Pool (WSTIP) for Collision Avoidance System Project

ATTACHMENTS: None

RELATION TO STRATEGIC PLAN: Financial

### BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Collision Avoidance System, project #0518

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 138,254	Total Expenditure includes option for 70 additional Collision Avoidance Warning Systems. Original Contract Amount will be approx. \$213,206, which includes training and one year of telematics data.
Grant/Other Amounts	\$ 553,017	
20% Contingency	\$ 138,254	
Total Expenditure	\$ 829,525	

### BACKGROUND:

This contract is part of a Safety Research and Demonstration project partially funded by the FTA to initially equip 30 buses with Collision Avoidance Warning System (CAWS), with the option to equip 70 additional buses depending on the outcome of this project. Pierce Transit has been operating seven buses (three Pierce Transit and four Sound Transit) equipped with the Shield+ CAWS as part of a pilot project that was conducted by the Washington State Transit Insurance Pool (WSTIP) in 2015-2016. A three-month data collection and reporting period was run from April 1, 2016 through June 30, 2016.

No bus with an active CAWS has been involved in a collision since September 2015.

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This contract will allow the Agency as well as the rest of the transit industry to further examine the benefits of a CAWS and calculate cost savings and return on investments from such a system. We expect to see fewer collisions, declines in insurance claims, fewer "near-misses," reduced maintenance costs and reduced on-the-job injuries. Per our commitment to the FTA, we need to install CAWS on a minimum of 30 buses this summer to meet our timeline for data gathering and analysis. As budget allows, and as the next generation of the technology becomes available, we will install CAWS on additional buses.

A separate contract with DCS will install detectors (Light Detection and Ranging - LiDAR) on the outside of thirty 40' buses which will integrate with an Automatic Emergency Braking (AEB)/deceleration system. The contract with DCS is the subject of Fact Sheet No 2018 – 047 also for consideration by the Board on June 11, 2018.

STAFF RECOMMENDATION:

Authorize the CEO to enter into contract with Rosco Collision Avoidance, Inc., for a Collision Avoidance Warning System.

ALTERNATIVES:

Do not authorize the contract. This is not recommended as Rosco is a key partner in this project and was named as such in the grant application to the FTA. If we were to solicit for a different vendor, we would need FTA authorization to do so.

PROPOSED MOTION:

Authorize the CEO to enter into and execute a contract with Rosco Collision Avoidance, Inc., for the installation of a Collision Avoidance Warning System in the amount of \$213,206, with an option for 70 additional systems at a cost of up to \$461,580, and a contingency of \$138,254.





Board of Commissioners  
Fact Sheet No.: 2018-047  
Date: June 11, 2018

**TITLE:** Authorization to Execute a Contract with DCS, Inc., to Install Detectors and an Automatic Emergency Braking System on 30 Buses in Support of the Collision Avoidance System Project

**DIVISION:** Maintenance

**SUBMITTED BY:** Heidi H. Soule, PMO Manager

**RELATED ACTION:**

Resolution 17-048, Authorization to Enter Into and Execute an Agreement with Washington State Transit Insurance Pool (WSTIP) for Collision Avoidance System Project

**ATTACHMENTS:** None

**RELATION TO STRATEGIC PLAN:** Financial

**BUDGET INFORMATION**

Is it Budgeted? ☒ Yes / ☐ No

**Project Name or Number:** Collision Avoidance System, Project #0518

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 173,883	
Grant/Other Amounts	\$ 695,532	
20% Contingency	\$ 173,882	
Total Expenditure	\$ 1,043,297	

**BACKGROUND:**

Pierce Transit has received an FTA grant as well as partner funding for a research project to test Automatic Emergency Braking on buses. Assuming this project is successful, it is expected to improve safety for both operators, passengers, pedestrians and bicyclists, through accident avoidance and reduced severity of accidents.

This project will install detectors (Light Detection and Ranging - LiDAR) on the outside of thirty 40' buses. These detectors will integrate with an Automatic Emergency Braking (AEB)/deceleration system that will fill the 1/10 second delay between when an imminent danger is discovered to when the operator releases the gas and engages the brake. The project includes installation of this integrated system, pilot testing in non-revenue service, testing in revenue service (if pilot is successful), data gathering and analysis, and knowledge transfer to the transit industry through webinars,

conferences, etc. A separate contract with Rosco Collision Avoidance Inc., will install Collision Avoidance Warning System to alert operators of detected pedestrians, bicyclists, etc. and is the subject of Fact Sheet No 2018 – 046 also for consideration by the Board on June 11, 2018.

DCS was a named partner in the competitive grant application process, and will provide the LiDAR and AEB/deceleration system.

STAFF RECOMMENDATION:

Authorize the CEO to enter into a contract with DCS, Inc. for the Collision Avoidance System project.

ALTERNATIVES:

Do not enter contract with DCS, Inc. This is not recommended, as DCS, Inc. is a key partner in this project. If we were to solicit for a different vendor, we would need FTA authorization to do so.

PROPOSED MOTION:

Authorize the CEO to enter into and execute a contract with DCS, Inc., to install detectors and an automatic emergency braking system on 30 buses in an amount of \$869,415 and contingency of \$173,882.



Board of Commissioners  
Fact Sheet No.: 2018-048  
Date: June 11, 2018

**TITLE:** Authority to Enter Into and Execute a Six-Month Interlocal Agreement with the City of Federal Way to Provide Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way

**DIVISION:** Service Delivery & Support

**SUBMITTED BY:** Deputy Chief Trent Stephens

**RELATED ACTION:** N/A

**ATTACHMENTS:** Proposed Resolution  
Exhibit A, Proposed ILA

**RELATION TO STRATEGIC PLAN:** Customer

#### BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

Project Name or Number:

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 90,000	Costs will be dependent upon the hours worked by Federal Way Officers and will not exceed \$90,000. Estimated costs are based at 6 hours per day at \$71.27 per hour x 190 days.
Grant/Other Amounts	\$	
Total Expenditure	\$ 90,000 (not to exceed)	

#### BACKGROUND:

In 2017, there were 55 public safety calls for service at the Federal Way Transit Center. The incidents include operator assaults, passenger on passenger assaults, fare evasions, illegal drug use and numerous other infractions. There is very limited law enforcement services at the Federal Way Transit Center and due to jurisdictional issues, Pierce County Commissioned Officers cannot cross into King County. Currently, calls for public safety assistance in Federal Way are made to 911 and there is no priority given to transit activities or employees, and response to those calls can take over 45 minutes.

The proposed agreement would authorize the City of Federal Way Police Officers to be posted at the Transit Center to help deter and respond to incidents involving Pierce Transit Employees and patrons. Federal Way Police will be working in partnership with Pierce Transit Department of Public Safety to provide safety and security in Federal Way. The proposed interlocal agreement provides for Federal Way Officers to be stationed during peak passenger times and

to ensure police presence until the last coach has departed the transit center in the evening. Pierce Transit will be billed hourly by The City of Federal Way for these services.

STAFF RECOMMENDATION:

Staff recommends approval of the interlocal agreement. Providing a safe and secure environment for our patrons and employees is a core value of the agency.

ALTERNATIVES:

Do not approve the agreement and rely on emergent and non-emergent Law Enforcement services through 911. This model relies heavily on the limited resources and response times of current Federal Way Police services which has proven to be inadequate in providing a safe and secure environment for Pierce Transit employees and patrons.

PROPOSED MOTION:

Approve Resolution No. 2018-021, authorizing the CEO to enter into and execute a six-month interlocal agreement with the City of Federal Way to provide police service at the Federal Way Transit Center and other bus routes and bus stops located in Federal Way in substantially the same form as the attached Exhibit A.

**RESOLUTION NO. 2018-021**

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Chief Executive Officer to Enter Into and Execute a Six-Month Interlocal Agreement with the City of Federal Way to Provide Police Services at the Federal Way Transit Center and Other Bus Routes and Bus Stops Located in Federal Way

WHEREAS, the Pierce Transit Public Safety Department's data indicates a high volume of incidents involving operator assaults, passenger on passenger assaults, fare evasion, illegal drug use and other numerous infractions occurring at the Federal Way Transit Center which is located in King County; and

WHEREAS, there is currently limited law enforcement services at the Federal Way Transit Center and other bus routes and bus stops in Federal Way and due to jurisdictional issues, Pierce County Commissioned Officers who are otherwise able to support Pierce Transit cannot cross into King County; and

WHEREAS, increased police presence at the Federal Way Transit Center during peak passenger times will help provide for a safe and secure environment for Pierce Transit patrons and employees; and

WHEREAS, providing a safe and secure environment for our patrons and employees is a Pierce Transit core value; and

WHEREAS, the City of Federal Way is willing to provide police related services and assistance to support the Pierce Transit system pursuant to the proposed interlocal agreement attached hereto as Exhibit A; and

WHEREAS, the parties are authorized to enter into this agreement pursuant to RCW 39.34 and 35.02.225.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

Section 1. The CEO is hereby authorized to enter into and execute a six-month interlocal agreement with the City of Federal Way in substantially the same form as Exhibit A to provide police services at the Federal Way Transit Center and other bus routes and bus stops located in Federal Way effective June 1, 2018 through December 31, 2018 in an amount not to exceed \$90,000.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 11th day of June 2018. PIERCE TRANSIT

\_\_\_\_\_  
Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

\_\_\_\_\_  
Deanne Jacobson, CMC  
Clerk of the Board

CONTRACT NO. \_\_\_\_\_

City of Federal Way  
EXTRA DUTY POLICE SERVICES AGREEMENT

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between the City of Federal Way, Washington (hereafter "City") and Pierce County Public Transportation Benefit Area Corporation (hereinafter "Pierce Transit").

WHEREAS, Pierce Transit's operations occur in and around the City;

WHEREAS, Pierce Transit seeks to contract with the City for police related services or assistance to support Pierce Transit's system; and

WHEREAS, the City normally has resources available and is able to provide duly commissioned law enforcement officers to provide police related services to Pierce Transit subject to the terms and conditions set forth in this Agreement and the approval of the City's Chief of Police or Designee; and

WHEREAS, the duly commissioned officers who may provide such service will be assigned to extra duty under this contract during their off-duty hours which will not conflict with their law enforcement obligation to the City; and

WHEREAS, the parties intend that the City be reimbursed, as nearly as possible for its cost of providing policing services to Pierce Transit and that there shall be neither profit nor subsidy in the rates for such services; and

WHEREAS, the parties are authorized to enter into this agreement by virtue of RCW 39.34 and 35.02.225;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE.

The purpose of this agreement is for the City to provide Pierce Transit with law enforcement services through the Federal Way Police Department (FWPD). It is the intent of all parties that the services provided herein shall be provided in conjunction with the Pierce County Sheriff's Department to provide law enforcement services to support Pierce Transit's system.

2. SCOPE OF PERFORMANCE.

The City shall provide Pierce Transit with extra duty police officer services upon request by the Pierce Transit Chief of Public Safety. The parties acknowledge that the number of officers and number of hours requested by Pierce Transit may fluctuate depending on Pierce Transit's needs, and the City's Chief of Police and Pierce Transit's Chief of Public Safety shall work

together to determine the appropriate staffing level. Service provided by the City will be as is generally described below:

- (a) Number of officers: As requested by Pierce Transit subject to the approval of the City's Chief of Police. For planning purposes in the first year of this Agreement, the City should plan to have at least one (1) officer per shift, per day available to support this Agreement.
- (b) Hours and dates to be worked: In the first year of this Agreement, Pierce Transit anticipates requesting services on all days throughout the year of the contract from 0445 to 0745 and 2100 to 2400 each day or as determined by Pierce Transit otherwise.
- (c) Specific location of service. As requested by Pierce Transit, subject to the approval of the City's Chief of Police. Pierce Transit requests service at the Federal Way Transit Center (31621 23rd Ave S., Federal Way, WA.) and Pierce Transit vehicles, bus routes, bus stops, facilities and properties located in the City.
- (d) Duty of Officers: The officers assigned to support Pierce Transit pursuant to this agreement shall provide law enforcement services for and at various Pierce Transit stations, vehicles, bus routes, bus stops, facilities and properties and throughout Pierce Transit's system located within the City. Such services shall include but are not limited to addressing issues of safety and security, responding to calls for service, conducting criminal investigations, making arrests, writing official reports, and issuing exclusion orders as well as monitoring activities at or on various Pierce Transit stations, vehicles, bus routes, bus stops, facilities, properties, and parking lots. Service also includes ensuring the safety and security of the patrons, employees, staff and visitors to the various Pierce Transit stations, vehicles, bus routes, bus stops, facilities and properties. FWPD officers are expected to be at Pierce Transit locations within the City serving as a visual deterrent and liaison to the patrons and employees for a majority of the work shift. These services shall be provided in full uniform and shall be accompanied by a marked or other authorized police vehicle.

It is the expectation of the parties that the officers scheduled for a pre-determined shift will be present to complete his/her shifts, except for the following circumstances: agency callback, late call/report from primary employment, family emergency, personal illness, all of which will be considered excused. The officers understand that it is their responsibility to make appropriate notification to FWPD management and attempt to find a replacement for their shifts.

- (e) The City shall furnish and supply all necessary personnel, supervision, equipment, uniforms, communication equipment, vehicles and supplies

necessary to maintain the level of service to be rendered hereunder, and shall pay all salaries and employee benefits and other costs in connection therewith.

- (f) The City shall maintain all records relating to the administration of this agreement and staffing for same, provided that Pierce Transit shall have access to all records (excluding personnel records) relating to this agreement and/or law enforcement services provided to Pierce Transit upon request.
- (g) While working for Pierce Transit, officers will monitor and respond to radio calls for service within the City that originate from Pierce Transit. Pierce Transit will designate a Primary Talk group that officers must listen to and respond to calls for service.

### 3. ADMINISTRATION OF PERSONNEL.

All personnel assigned to Pierce Transit shall be employed by the City and governed by the City and FWPD laws, rules, policies and collective bargaining agreements. Recruitment, replacement, and performance of all personnel shall be in accordance with such City laws, rules, policies, and agreement; provided however, that Pierce Transit may communicate performance concerns of City personnel to the City. Any assignment or re-assignment of personnel will be in the sole discretion of the City's Chief of Police.

### 4. CONTRACT TERM.

The term of performance of the contract shall be from June 1, 2018 through December 31, 2018.

Either party may terminate this Agreement for any reason and at any time when, in its sole discretion, it is in the best interest of the terminating party, by giving one hundred twenty (120) days prior written notice to the other party. The term of this agreement may be extended only upon the mutual written agreement between the parties, and subject to approval of their governing boards.

### 5. COMPENSATION.

Pierce Transit shall pay the City as full reimbursement for all police services furnished under this contract a fee of \$71.27 per hour, per officer, in calendar year 2018. On Independence Day holiday (July 4) the hourly rate shall be \$95.03.

Beginning January 1, 2019, the hourly rates shall be increased by the same percentage of pay increase in the Federal Way Police Guild bargaining agreement with the City.

It is agreed upon that officers will be paid in 1/6 of an hour increments during times when officers work beyond their assigned shifts to complete reports, transports or other law enforcement duties that are Pierce Transit related.

PT-Federal Way PD ILA



## 6. PAYMENT.

Pierce Transit shall reimburse the City for law enforcement services described herein pursuant to the all-inclusive payment rate shown above. The City shall invoice Pierce Transit on or about the 15<sup>th</sup> of the month following the service and include detailed service information, including actual service hours and all-inclusive hourly rate per officer. Payment shall be made by a check payable to the City of Federal Way and sent to the City within thirty (30) calendar days after receipt of invoice. Payments will include a processing fee of \$10.00 per month. Payments to the City that are received later than thirty (30) days following the invoice dates shall accrue interest at the rate of twelve percent (12%) per annum on the balance due. All payments shall first be applied to the accrued interest.

Pierce Transit shall not be financially liable for scheduled law enforcement services which are not actually performed if non-performance occurred because an officer was unable to complete his shift. However, Pierce Transit is financially liable for scheduled law enforcement services at the designated hourly minimum in all other circumstances.

## 7. COORDINATION WITH CHIEF OF PUBLIC SAFETY.

Pierce Transit has or will be contracting with Pierce County Sheriff's Department to provide a Chief of Public Safety who will be responsible for coordinating the daily delivery of policing services to Pierce Transit in conjunction and cooperation with the City and any other applicable law enforcement agencies. Pierce Transit reserves the right to directly hire a Chief of Public Safety as a Pierce Transit employee. The Chief of Public Safety will be tasked with coordinating all law enforcement efforts along with the City's FWPD officers. It shall be the responsibility of the Chief of Public Safety to determine the appropriate coverage, amount of hours, and type of work needed by FWPD officers to support Pierce Transit's system. The Chief of Public Safety will coordinate with the City's Chief of Police as needed, to ensure appropriate levels of law enforcement coverage for Pierce Transit.

## 8. DUTY STATUS.

Each police officer assigned to work, pursuant to this contract, is subject to call or assignment elsewhere by the City's Chief of Police or the Chief's designee, at any time for emergencies, special assignment, or overtime duty. Extra duty employment shall not infringe or interfere with the officer's primary obligations associated with his or her employment obligations to the City.

## 9. ADHERENCE TO CITY POLICIES AND PROCEDURES-SCOPE OF WORK.

Police officers engaged in extra duty employment are obligated to discharge all duties of their office and adhere to the City's police department policies and procedures at all times. Such officers shall obey, uphold and enforce the laws of the City and State of Washington and the Constitutions of the State of Washington and the United States of America at all times. Such officers shall understand that while they are on duty or engaged in extra duty assignment under this contract, they may remain subject to the supervision, direction, and/or discipline by the City, and subject to any applicable collective bargaining agreement in effect with the City. Police officers performing work pursuant to this contract shall only provide law enforcement/peacekeeping services as specified in Section 2(d) of this contract and they are at all times while performing said services subject to the direction and control of the City police department only.

## 10. ACTIVITY REPORTS.

Upon request, the City will provide reports to Pierce Transit, through the Chief of Public Safety on criminal activity within the City of Federal Way on or involving Pierce Transit's system. Extra duty officers assigned by the City will report their daily activities for those hours worked in the Pierce Transit system pursuant to this Agreement. Pierce Transit will provide the City with an electronic activity reporting tool if needed.

## 11. NO SPECIAL DUTY TO CONTRACTOR OR OTHERS.

Police officers on extra duty assignment have a primary obligation to the City, not Pierce Transit. They are expected to discharge all duties of their office while performing pursuant to this contract and are not required to perform any non-law enforcement/peacekeeping functions for Pierce Transit. Furthermore, this contract and performance thereof by the City police officers shall not create any special relationship with any person or duties to protect any specific persons from harm or injury including the party signing this contract. The law enforcement/peacekeeping duties to be performed pursuant to this contract are the same in extent and scope as those provided by police officers to every member of the public.

## 12. NONDISCRIMINATION.

The parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental or physical handicap. The City and Pierce Transit certify that they are Equal Opportunity Employers.

## 13. INDEPENDENT CONTRACTOR.

The City is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between Pierce Transit and the City or any of the City's agents or employees. The City shall retain all authority for rendition of services, standards of performance, control of

personnel, and other matters incident to the performance of services by the City pursuant to this Agreement.

Nothing in this agreement shall make any employee of Pierce Transit a City employee or any employee of the City a Pierce Transit employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City or Pierce Transit employees by virtue of their employment.

#### 14. INSURANCE COVERAGE.

The City shall maintain at all times during the course of this agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

#### 15. LIABILITY AND INDEMNIFICATION.

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees or officers. While providing services hereunder, the acts or omissions of extra duty officers in the course and scope of supporting or otherwise providing services to Pierce Transit under this Agreement shall be deemed to be acts or omissions of City employees which shall be the sole responsibility of the City. Each party shall be responsible for its own negligence and that of its employees. Each party shall defend, indemnify and save harmless, the other party or the other party's officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting or arising from the acts or omissions of the indemnifying party, its officers or employees arising out of or in connection with the performance of this agreement. This indemnity provision shall survive the expiration or termination of this Agreement.

#### 16. DISPUTE RESOLUTION.

In the event of a dispute in the administration of this agreement, Pierce Transit CEO or her designee shall discuss the dispute with the City's Chief of Police in an attempt to resolve the problem. If Pierce Transit CEO and the City's Chief of Police are unable to resolve a claim or dispute stemming from this Agreement, the parties agree to participate in non-binding mediation before a third party professional mediator, whose selection will be mutually agreed upon. The cost of mediating the dispute will be borne equally by both parties, and mediation should occur within thirty (30) days of a request by either party to engage in mediation. No claim or suit may be brought until the dispute resolution procedures as set forth in this section have been exhausted. If dispute resolution efforts under this section are not successful, either party may institute legal action to enforce the terms and conditions of this agreement. Exclusive jurisdiction for any such dispute shall be Pierce County Superior Court in Tacoma, Washington.

## 17. NOTICES

All notices and other material to be delivered under this contract shall be in writing and shall be delivered or mailed to the following address:

City of Federal Way  
33325 8<sup>th</sup> Ave. S.  
Federal Way, WA 98003  
Attn: Chief of Police

Pierce Transit  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499  
Attn: Chief Operations Officer

Pierce Transit  
3701 96<sup>th</sup> St. SW  
Lakewood, WA 98499  
Attn: General Counsel

Or such other addresses as either party may, from time to time, designate in writing.

## 18. SIGNATURES.

The parties agree that all signatures, whether original, copy or faxed on this agreement will be considered originals.

## 19. SEVERABILITY.

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 20. CONFLICTS.

In the event of a conflict between any other agreements between the parties including, this Agreement shall govern.

## 21. ENTIRE AGREEMENT.

No modification or amendment of this contract shall be effective unless in writing and signed by authorized representatives of the parties after approval of their respective governing body. This contract contains the entire agreement between the parties and may not be enlarged, modified or altered except in writing signed by the parties.

In WITNESS hereof, the parties have executed this Agreement on this date, the \_\_\_\_\_ day of May 2018.

CITY of FEDERAL WAY

PIERCE TRANSIT

\_\_\_\_\_  
Andy J. Hwang, Chief of Police / Date

\_\_\_\_\_  
Sue Dreier, Chief Executive Officer

Attest:

\_\_\_\_\_  
Stephanie Courtney, City Clerk / Date

\_\_\_\_\_  
Deanne Jacobson, Clerk of the Board / Date

Approved as to legal form only:

Approved as to legal form only:

\_\_\_\_\_  
Ryan Call, City Attorney / Date

\_\_\_\_\_  
Dana A. Henderson, General Counsel / Date



Board of Commissioners  
Fact Sheet No.: 2018-049  
Date: June 11, 2018

TITLE: Authority to Execute a Six-Month Extension of the Pilot Student Bus Pass Program with Clover Park Technical College (CPTC)

DIVISION: Planning & Community Development

SUBMITTED BY: Sharon Stockwell, Sr. Employer Services Coordinator

#### RELATED ACTION:

Resolution No. 17-014, Authorizing the Chief Executive Officer to Enter Into and Execute an Agreement with Clover Park Technical College for a Pilot Student Bus Pass Program

ATTACHMENTS: Proposed Resolution,  
Exhibit A, Proposed Agreement

RELATION TO STRATEGIC PLAN: Customer

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#### BACKGROUND:

The Community and Technical College Student Bus Pass Pilot Program seeks to build Pierce Transit ridership, support economic development via access to post-high school education, and assist low income and minority populations in reaching their continuing education goals. It provides a bus pass to all eligible students at a highly-discounted rate.

Clover Park Technical College was the first college to partner with Pierce Transit. The Board approved this 15-month pilot program on April 10, 2017. Students at CPTC use their Student Identification Card affixed with a different color sticker each quarter as a flash pass to ride Pierce Transit fixed route service. At the outset of the program, staff was charged with gathering data throughout the pilot and reporting back to the Board with findings and recommendations. The pilot ends June 30, 2018. Here are the highlights of the findings:

Average # of students using program/quarter – 432

Average usage – 9.8% of eligible students

Total boardings for 12 months – 52,510

Average monthly boardings – 4,376

#### Student survey:

Overall satisfaction with the bus pass program - 96.8% strongly agree or agree

Riding the bus is easy and convenient – 84.3% strongly agree or agree

School is the primary purpose for using the bus – 78%

Before the free bus pass program – 20.3% used the bus 3-6 times per week

After the free bus pass program – 47% use the bus 3-6 times per week

While the data gathered was positive, we faced some challenges. Using the Student ID as a flash pass only allowed us to collect ridership data manually by the operator pressing a specific button each time a student boarded. This left

room for error. During several months, simultaneous route promotions occurred, which skewed the CPTC ridership data as well. In addition, the physical stickers on the ID cards caused issues when students used their IDs for other purposes on campus.

To alleviate the issues with gathering accurate data, staff seeks to extend the Clover Park Technical College Pilot program by 6 months and to modify it by providing students with ORCA cards in lieu of using stickers on ID cards. Clover Park will pay Pierce Transit \$15,000 plus \$2.00 per ORCA card for the term of the agreement – July 1, 2018 – December 31, 2018. At the end of the six months, CPTC's ORCA pilot program as well as Tacoma Community College's ORCA pilot program will end, and per Board request from the March 2018 retreat, staff will develop a revised student bus pass program and return to the Board for approval of a refined program.

**STAFF RECOMMENDATION:**

Extend the Pilot Student Bus Pass Program with Clover Park Technical College by 6 months, and transition students to using ORCA cards.

**ALTERNATIVES:**

Do not extend Pilot Student Bus Pass Program with Clover Park Technical College, ending the pilot on June 30, 2018.

**PROPOSED MOTION:**

Approve Resolution 2018-022, authorizing the CEO to enter into and execute a six-month extension and modification of the Pilot Student Bus Pass Program with Clover Park Technical College.

## RESOLUTION NO. 2018-022

A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing a Six-Month Extension of the Pilot Student Bus Pass Program with Clover Park Technical College

WHEREAS, the Community and Technical College Student Bus Pass Pilot Program seeks to build Pierce Transit ridership, support economic development via access to post high school education, and assist low income and minority populations in reaching their continuing education goals; and

WHEREAS, the Student Bus Pass Program provides a bus pass to all eligible students at a highly-discounted rate; and

WHEREAS, the Board approved Resolution No. 17-014 on April 10, 2017 which authorized a 15-month pilot program with Clover Park Technical College (CPTC) where students affix a sticker to their Student Identification cards to ride Pierce Transit service; and

WHEREAS, staff agreed to gather data and report findings and recommendations to the Board; and

WHEREAS, the average number of students using the program each academic quarter has been 432, total annual boardings was 52,510, and overall satisfaction with the student bus pass program was 96.8%; and

WHEREAS, the data gathered was positive, but there were also challenges collecting data manually and data was skewed by simultaneous route promotions; and

WHEREAS, to alleviate issues with gathering accurate data, staff seeks to extend the CPTC Student Bus Pass Pilot Program by six months and to modify the program in order to provide students with ORCA cards; and

WHEREAS, CPTC will pay Pierce Transit \$15,000 plus \$2.00 per ORCA card for the term of the agreement, July 1, 2018 – December 31, 2108; and

WHEREAS, per Board request from the March 29 retreat, staff will develop a revised student bus pass program and return to the Board for approval of the refined program after the close of this additional pilot period.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

Section 1. The Board of Commissioners authorizes a six-month extension of the Pilot Student Bus Pass Program with Clover Park Technical College.

ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on the 11th day of June 2018.



PIERCE TRANSIT

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Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board



## AGREEMENT FOR PURCHASE OF ORCA BUSINESS CARDS AND ORCA BUSINESS PASSPORT PRODUCTS

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and among **Clover Park Technical College** ("Business Account") and **Pierce Transit** ("Lead Agency") on behalf of any of the following agencies (collectively referred to as the "Agency" or "Agencies").

The Snohomish County Public Transportation Benefit Area ("Community Transit")  
 The City of Everett ("Everett Transit")  
 King County Department of Transportation, Metro Transit Division ("King County")  
 The Kitsap County Public Transportation Benefit Area ("Kitsap Transit")  
 The Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit")  
 The Central Puget Sound Regional Transit Authority ("Sound Transit")  
 The State of Washington acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

IN CONSIDERATION of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1.0 PURPOSE

- 1.1 This Agreement establishes the terms under which certain fare payment-related services, referred to herein as "ORCA Services," will be provided to the Business Account, including but not limited to the prices and terms under which the Business Account may purchase and distribute ORCA Business Cards loaded with a Business Passport Product to its Eligible Business Cardholders. Such ORCA Business Cards may be used to access certain Transportation Services of the Agencies. The specific ridership privileges applicable to the Business Passport Product provided under this Agreement are specified in Attachment 1, *Products, Pricing and Terms*, which is incorporated in this Agreement by this reference, and are subject to Sections 6 and 17 below.
- 1.2 Attachment 1 also establishes the terms under which specific optional products and services (e.g. use of an ORCA Business Card on vanpool; a guaranteed ride home program), if any, shall be provided by one or more individual Agencies.
- 1.3 This Agreement also enables the Business Account to purchase Business Choice Products from the Agencies, via the Business Account Website, at the prices and terms in effect at the time of purchase.
- 1.4 The Business Account understands and agrees that this Agreement applies to its use of ORCA Services including, but not limited to, its purchase of ORCA Business Cards and ORCA Products. This Agreement does not constitute a contract for transportation services. The Agencies have no obligation to the Business Account or any other entity or person to provide any particular level, frequency or routing of transportation service.

## 2.0 TERM OF AGREEMENT AND CONTACT PERSONS

- 2.1 This Agreement shall take effect upon the effective date specified in Attachment 1. Unless terminated in accordance with Section 13, this Agreement shall expire on the last day of the Program Term specified in Attachment 1, or an Amended Attachment 1 that has been signed by a person authorized to bind the Business Account.
- 2.2 The Business Account shall designate a Primary Contact Person in Attachment 2, *Designated Representatives*, which is incorporated in this Agreement by this reference. This Primary Contact Person shall be responsible for managing the Business Account's roles and responsibilities under this Agreement. A Secondary Contact Person shall also be designated in Attachment 2. The Lead Agency may communicate with and rely upon either the Primary or Secondary Contact Person on matters relating to this Agreement.

## 3.0 DEFINITIONS

- 3.1 *Business Account*. The employer, educational or human services institution, government agency or other entity that has entered into this Agreement enabling it to purchase ORCA Business Cards and ORCA Products for distribution to their employees, students, clients or other constituency.
- 3.2 *Business Account Website*. The website used by the Business Account to manage its account, currently at [orcacard.biz](http://orcacard.biz).
- 3.3 *Business Choice Products*. The ORCA Products that may be purchased at retail prices to supplement the ORCA Business Passport Product for one or more Business Cardholders (e.g. a WSF monthly pass)
- 3.4 *Business Cardholder(s) or Cardholder(s)*. The individual(s) who are eligible to receive an ORCA Business Card from the Business Account. The eligibility requirements for Business Cardholders are more fully defined in Attachment 3, *Eligible Business Cardholders*, which is incorporated in this Agreement by this reference.
- 3.5 *Business Passport Product*. The ORCA Product loaded on the Business Account's ORCA Business Cards under this Agreement that provides the Business Cardholders an unlimited right-to-ride the regularly scheduled Transportation Services of, or operated by, certain Agencies to the extent specified in Attachment 1.
- 3.6 *Card Block*. An ORCA system process that culminates in invalidating an ORCA Business Card.
- 3.7 *Lead Agency*. The Agency that entered into this Agreement on behalf of itself and the other Agencies and that is responsible for administration of this Agreement on behalf of the Agencies, including invoicing, contract modifications and renewals, and ORCA system support.
- 3.8 *ORCA*. The trademarked name of the system that enables use of a common fare card on the public transportation services provided by any of the Agencies.
- 3.9 *ORCA Business Card (or "Business Card")*. An ORCA fare card issued to a Business Account to enable the loading of ORCA Products for use by a Cardholder to whom it was distributed by the Business Account to access Transportation Services as specified in Attachment 1.

- 3.10 *ORCA Products.* Any transit fare payment mechanism or electronic voucher offered for sale within the ORCA system by any of the Agencies. Examples include, but are not limited to, monthly or period pass, E-purse, and electronic voucher.
- 3.11 *ORCA Services.* The materials and services that may be provided, from time to time, under the ORCA program, including but not limited to the ORCA Business Cards, ORCA Products, ORCA Websites, data, information, and any equipment, systems and services related to the ORCA program.
- 3.12 *Parties.* The Business Account and the Agencies (which include the Lead Agency) may be collectively referred to as "Parties."
- 3.13 *Primary Contact Person.* The individuals identified as the primary contact points for the Lead Agency and the Business Account, as listed in Attachment 2 or as modified from time to time.
- 3.14 *Product Block.* An ORCA system process that culminates in invalidating an ORCA Product without invalidating the card on which it is loaded.
- 3.15 *Transportation Services.* Those public transportation services provided by the Agencies that are specified in Attachment 1.

#### **4.0 PRICES AND PAYMENT TERMS**

- 4.1 The prices and payment terms applicable to this Agreement are specified in Attachment 1. Such terms shall include: (a) the amounts due for the Business Cards, Business Passport Product, and any other products, services and fees; (b) the timing of payments, and (c) the acceptable method of payment. Each order submitted by the Business Account for ORCA Business Cards and/or any ORCA Products will be subject to the provisions of this Agreement.
- 4.2 The Business Account's purchase of any Business Choice Products via the Business Account Website will be at the prices and terms in effect at the time of order. The Business Account is responsible for reviewing the prices in effect before submitting each order and shall be deemed to have agreed to the then-applicable prices by submitting the order.
- 4.3 Payment in full is due as specified in Attachment 1.
- 4.4 If for any reason payment in full is not received by the date due, if a payment is not honored due to non-sufficient funds (NSF) or if for any reason a payment is negated or reversed, the Lead Agency will notify the Business Account of the payment problem and, if full and clear payment is not received within ten (10) calendar days of such notification, the Lead Agency may:
  - 4.4.1 refuse to process new orders for ORCA Business Cards and block the loading of new ORCA Products by or for the Business Account;
  - 4.4.2 assess any late payment, NSF and collection fees to the maximum amount permitted by law;
  - 4.4.3 initiate a Card Block or Product Block on the Business Cards issued to the Business Account, rendering them ineffective for use by the Cardholders, until

- such time as the Business Account pays the full amount due, including any late payment, NSF and fees, in a manner acceptable to the Lead Agency; and
- 4.4.4 suspend or terminate access rights to the Business Account's secured area of the website.
- 4.5 In addition to any other obligations it may have under this Agreement and at law, the Business Account agrees to pay to the Lead Agency any reasonable collection fees incurred in collecting amounts due from the Business Account.
- 5.0 PURCHASE, OWNERSHIP, DISTRIBUTION AND REPLACEMENT OF ORCA BUSINESS CARDS**
- 5.1 *Ordering ORCA Business Cards.* The Business Account shall order ORCA Business Cards via the ORCA Business Accounts Website, in accordance with the directions provided on that website, and shall make payment as provided in Attachment 1. If additional cards are required, the Business Account may be required to pay the standard card fee and other applicable fees as specified in Attachment 1.
- 5.2 *Receipt and Ownership of ORCA Business Cards.* Upon actual or constructive receipt of the ORCA Business Cards it has ordered, the Business Account shall become the owner of the ORCA Business Cards. The Business Account shall be deemed to have constructively received all ordered ORCA Business Cards unless it notifies the Lead Agency of any non-delivery or incorrect delivery within thirty (30) days after the order was placed. If the Business Account notifies the Lead Agency that it has not received the ordered cards, the Lead Agency will ship a replacement order. If the Business Account subsequently receives the cards reported as missing, the Business Account is responsible for returning them to the Lead Agency.
- 5.3 *Storage and Risk of Loss.* The Business Account is responsible for the storage, distribution and use of the ORCA Business Cards issued to it. The Business Account bears the sole risk of any loss, damage, theft or unauthorized use of one of its cards, whether such card is held in its inventory or has been distributed for use. The Business Account is responsible for the cost of any use of its Business Cards until the effective date of a Card Block that may be initiated as provided below.
- 5.4 *Distance Based Transit Fare.* The Business Account is responsible for communicating to Cardholders that "distance based fares" are charged on some systems such as: Link light rail, and Sounder commuter rail systems. On distance based fare modes, when the Cardholder "taps on," the ORCA system will record the trip to the last stop on the line. When the Cardholder "taps off" at the end of the ride, ORCA will record the actual ride. The Business Account then will be charged the correct fare for the actual ride taken. If the Cardholder fails to "tap off", then ORCA will record a ride to the end of the line. The result of not "tapping off" is that the Business Account will be charged the largest fare for the ride even if a shorter ride was taken.
- 5.5 *Distribution of ORCA Business Cards.* The Business Account is responsible for distributing its Business Cards for use by its Eligible Business Cardholders. The Business Account remains the owner of all Business Cards it distributes but a cardholder may also purchase and load individual ORCA products on a Business Card and individually register the card. To enable Cardholders to register Business Cards as provided in Section 6 below, the Business Account may not register, or allow anyone other than the Cardholder to register, the Business Cards that are issued under this Agreement.

The Business Account shall require that the Cardholder, as a condition of receiving a Business Card, is informed of the Cardholder Rules of Use, incorporated in this Agreement as Attachment 4 *ORCA Business Cardholder Rules of Use*, through your business' standard means of communicating policies.

The Business Account understands and agrees that it is solely responsible for implementation and enforcement of the Cardholder Rules of Use.

- 5.6 *Proof of payment.* The Business Account is responsible for notifying Cardholders that proof of payment must be made by tapping the ORCA Card on the card reader in the manner required by each Agency; otherwise, the Cardholder may be subject to a fine if the ORCA Card is not tapped, and the Cardholder will be personally responsible for any fines that may be imposed.
- 5.7 *Business Account Access to Personally Identifying Information.* If an individual Cardholder opts to register one of the Business Cards issued to the Business Account, any personally identifying information provided to the ORCA System (e.g. name, address, telephone number, and credit card number) will not be accessible by the Business Account. If the Business Account collects any personally identifying information about individuals to whom it has distributed Business Cards, the Business Account is solely responsible for its collection, use, storage and disclosure of such information.
- 5.8 *Card Blocks.* In the event a Business Card is determined to be lost or stolen or if a Cardholder is determined by the Business Account to be no longer eligible to use the card, the Business Account may initiate a Card Block via the Business Account Website to invalidate the subject Business Card. The Lead Agency may also initiate a Card Block or a Product Block as to any of the Business Account's Business Cards at the request of the Business Account, or at the sole discretion of the Lead Agency in accordance with Section 4.4, or if it is suspected that a card has been altered, duplicated, counterfeited, stolen or used by an ineligible Cardholder. Once initiated, a Card Block must be processed in the ORCA system and downloaded to all reader devices throughout the region. Until that occurs, there is the potential that the Business Passport Product and any E-purse value or other ORCA Products on the subject card will continue to be used. The Business Account, not the Agencies, remains responsible for all transactions, and any loss or costs arising there from, for forty-eight (48) hours after the Card Block was initiated.
- 5.9 *Restoration of Value After Card Block.* Following a Card Block, the Business Account may request the Lead Agency to restore value on a replacement of the blocked Business Card. An E-purse on a blocked card will be restored on the replacement card in approximately ten (10) calendar days after the replacement card is issued. The E-purse amount that remained on the lost or stolen card, forty-eight (48) hours after the Card Block was initiated in the ORCA system, will be restored to the replacement card via a remote revalue function. An E-purse on a blocked card will be restored on the replacement card on the eighth day after the card has been issued. The card must then be tapped to activate the E-purse value.
- 5.10 *Card Replacement.* The Business Account is responsible for ordering and paying for any new cards needed to replace Business Cards that for any reason cease to be available or suitable for use by the Cardholders under the program of the Business Account, including but not limited to, if the unavailability or unsuitability is caused by damage,

abuse, loss, theft, Card Block, and end of useful life. Provided, however, and notwithstanding the exclusion of warranties in Section 14, if a Business Card malfunctions within twelve (12) months after it was delivered to the Business Account, it shall be replaced by the Lead Agency without additional charge to the Business Account if the malfunction was caused by a defect in design, material or workmanship and was not caused by misuse, an intentional act, negligence or damage, reasonable wear and tear excepted. The Business Account understands and agrees that to avoid the disruption and inconvenience caused by sporadic failures as its cards are used, it must plan for replacement of its Business Cards on a regular basis. As a condition of continuing under the Business Passport program, the Business Account agrees that: (a) it will retire all of its ORCA Business Cards at sometime within four years after they are issued by the Lead Agency to the Business Account; and (b) purchase replacement Business Cards at the then-applicable rate.

## **6.0 CARDHOLDER USE OF ORCA BUSINESS CARDS**

*Cardholder Privileges.* The Business Account understands and agrees that, although it remains the owner of ORCA Business Cards after distribution, the Cardholder has the following privileges in connection with the use of an ORCA Business Card.

- 6.1 The Cardholder may present an ORCA Business Card, loaded with a valid, applicable Business Passport or Business Choice Product, to an ORCA fare transaction processor as proof of payment of all or a portion of a required fare on a regular transportation service operated by one or more of the Agencies. (Provided, however, an ORCA Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by an ORCA Product.
- 6.2 The Cardholder may individually purchase ORCA Products and load them on the Business Card in addition to any ORCA Product loaded by the Business Account. Individual ORCA Products may be used to pay all or a portion of a required fare on a transportation service not covered by a Business Passport Product or Business Choice Product. (Provided, however, an ORCA Product that is not sufficient to fully pay a fare will not be accepted as partial payment by the Washington State Ferries.) In all cases, a Cardholder will be required to make other payment to the extent a fare is not covered by an ORCA Product.
- 6.3 The Cardholder may register his/her name and other contact information with the ORCA System and link such personal information to the serial number of the Business Card provided to him/her. Such registration does not give the Cardholder any ownership rights in the card but does give the Cardholder the right to access the ORCA Cardholder Website to view the card's transaction history and current stored value, to modify travel zone preferences, and to add retail products.
- 6.4 The Cardholder's personally identifying information is generally exempt from disclosure under the Washington Public Records Act (Chapter 42.56 RCW) as more specifically outlined in RCW 42.56.330(5).

## **7.0 NO RETURNS OR REFUNDS**

Except as otherwise provided herein or in Section 13.2, the Business Account understands and agrees that its purchases of Business Cards, and Business Passport Products and Business Choice Products purchased for such cards, are final and it is not entitled to any refunds. Provided, however, the Business Account may request a refund of the E-purse value remaining on a Business Card if the card is surrendered by the Business Account to the Lead Agency.

Upon surrender of the subject Business Card, the Lead Agency shall initiate a Card Block and the refund processed approximately ten (10) calendar days after the Card Block was initiated. The E-purse amount refunded will be that which remained on the surrendered card forty-eight (48) hours after the Card Block was initiated in the ORCA system. A processing fee of ten dollars (\$10) may be payable by the Business Account to the Lead Agency for each refund that is processed, regardless of E-purse value or number of cards refunded. The Business Account, not the Lead Agency, is responsible for the refunding of such E-purse value, if any, to the individual Cardholder to whom the Business Card had been distributed.

## **8.0 BUSINESS ACCOUNT WEBSITE**

- 8.1 The Business Account Website is the primary means by which the Business Account shall purchase ORCA Business Cards, Business Passport and Business Choice Products, manage its Business Cards and obtain information about the use of said cards. As a condition of participation in the Business Passport program, the Business Account agrees that it will use the Business Account Website when it is available and that each access and use of said website shall be subject to the Terms of Use and Privacy Statement that are in effect and posted on the Business Account Website at the time of such access and use.
- 8.2 The Business Account understands and agrees that uninterrupted access to and use of the Business Account Website is not guaranteed and agrees that it will contact its representative at the Lead Agency by email or telephone if the website is not available.
- 8.3 At the time the Business Account enters into the ORCA program, the Lead Agency will provide a single password to the Business Account's Primary Contact, as specified in Attachment 2, to enable user access to the Business Account's secured area of the Business Account Website. The Business Account is required to change the temporary password to one of its own creation. The Business Account shall be solely responsible for the number and identity of those employees with whom the Business Account's password is shared. The Business Account is also solely responsible for complying with the security standards specified in Attachment 5, *ORCA Business Account Security Standards*, which is incorporated in this Agreement by this reference.

## **9.0 INFORMATION PROVIDED BY THE AGENCIES AND THE ORCA SYSTEM**

- 9.1 The Business Account understands and agrees that the data, reports or any information provided to it via the Business Account Website or otherwise, is and remains the sole property of the Agencies and nothing shall be construed as a transfer or grant of any copyright or other property interest in such data, reports or information. The Agencies hereby grant to the Business Account a non-exclusive license to use any data, reports or information provided by the Agencies, via the Business Account Website or otherwise, for any lawful purpose related to the administration of the transportation benefits program of the Business Account.
- 9.2 The ORCA System will record data each time an ORCA Business Card is presented to an ORCA device for fare payment and to load a product. Such transaction data includes, but is not limited to, the date, time, and location (or route) of the transaction. The Business Account may routinely access such transaction data related to its Business Cards to the extent provided via the Business Account Website. Said website and its reports do not provide the Business Account Business Card transaction data linked to card serial numbers.



For the purpose of preventing fraud, the Primary Contact Person of the Business Account may submit a written request to the Lead Agency for transaction data related to a specific card number or for a card number linked to a specific transaction. Fraud is defined as intentional deception or misrepresentation by a person with knowledge that it will result in an unauthorized benefit to him, her, or some other person. The submittal is not intended to be used to request data for multiple cards or all cards managed by the Business Account.

The written request shall include the following:

- 9.2.1 Card number or the date, time and other known details about the specific transaction for which a card serial number is being requested;
- 9.2.2 Detailed statement as to why the information is germane to the prevention of fraud; and
- 9.2.3 The signature of the Primary Contact Person.

If the Lead Agency determines that the subject transaction(s) is linked to a Business Card issued to the Business Account, the Lead Agency will provide the Business Account with the card serial number linked to the requested transaction(s). The Business Account agrees that it will use such card serial number information only for purposes of enforcing the Rules of Use, as provided to the Cardholder. The Business Account must maintain its own records if it wishes to identify the card serial number issued to an individual.

## **10.0 PUBLIC RECORDS**

The Business Account understands and agrees that all records related to its participation in the ORCA System are public records under the Washington Public Records Act (Chapter 42.56 RCW) ("Act"), including but not limited to: (a) this Agreement and the sales activity hereunder; (b) the orders, communications, and any other information provided by the Business Account to the Lead Agency, the other Agencies or the ORCA System, whether provided via this website or otherwise and whether provided in hard copy or electronic form; (c) any communications, responses, requests, reports or information of any kind provided to the Business Account from the Lead Agency, the other Agencies or the ORCA System; and (d) all data, reports and information of any kind related to the loading of products on, and the use of, the Business Cards issued to the Business Account. As public records, these records will be made available for public inspection and copying upon request, unless the Lead Agency determines they are exempt from disclosure.

## **11.0 INDIVIDUAL USE OF BUSINESS CARD AFTER LEAVING A BUSINESS ACCOUNT**

The Business Account is encouraged to collect Business Cards from Cardholders who are no longer eligible for the Business Account's transportation benefits program. In any case, the Business Account is solely responsible for initiating a Card Block or Product Block in accordance with this Agreement to prevent any continued use of, and financial liability for, a card that had been distributed to a person who is no longer eligible.

## **12.0 ORCA SERVICES SUBJECT TO CHANGE**

The Agencies seek to continually improve and enhance the ORCA Services. With thousands of employers, schools, and other entities entering into business account agreements at varying dates in the year, the Agencies are unable to guarantee to each business account that the ORCA Services will not change during the term of its agreement. The Business Account understands and agrees that one or more ORCA Services may be changed, suspended or

terminated from time to time without prior notice to, or agreement by, the Business Account, including but not limited to changes in the look, feel, content and functions of the Business Account Website. If the Business Account is dissatisfied with a change in the ORCA Services, however, it may terminate this Agreement for its convenience in accordance with the provisions of Section 13.2.

### **13.0 TERMINATION**

- 13.1 The Lead Agency may at any time terminate this Agreement if the Business Account fails to make timely and effective payment of all amounts due, or otherwise materially breaches the Agreement, or acts in manner indicating that it intends to not comply, or is unable to comply, with the Agreement. To effect such a termination for cause, the Lead Agency shall send email notice to the last known email address for the last known primary contact person of the Business Account describing the manner in which the Business Account is in default and the effective date of termination. If the basis for termination is a failure to perform that can be cured, the termination shall not take effect so long as the Business Account cures the default within ten (10) calendar days of the sending of the email notice. Upon the effective date of such termination, the Lead Agency may immediately terminate the website access privileges of the Business Account, block the Business Cards issued to the Business Account and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for cause, the Business Account shall not be entitled to any refund of any amounts paid.
- 13.2 Either the Business Account or the Lead Agency may terminate the Agreement without cause and for its own convenience by sending the other party written or email notice at least thirty (30) days in advance of the effective date of the termination. Upon receipt of a notice of termination for convenience from the Business Account, the Lead Agency may, in its sole discretion, waive the advance notice period and immediately terminate the website access privileges of the Business Account, initiate a Card Block on the Business Cards issued to the Business Account, and decline to accept and fulfill any pending or new orders from the Business Account. In the event of such a termination for convenience and not cause, the amounts due under this Agreement shall be calculated by the Lead Agency. (The amounts due for the ORCA Passport Product and any optional products listed in Attachment 1 shall be the annual amounts due prorated for the number of months during which the Passport Product and optional products were valid for at least one day.) If the Business Account has not paid in full all of the amounts due under this Agreement as of the termination date, the Business Account shall immediately pay the remaining amount due. If the Business Account has paid more than all of the amounts due under this Agreement as of the termination date, the Business Account shall be entitled to a refund of the excess it has paid.
- 13.3 Notwithstanding any termination of the Agreement, the Business Account shall remain liable to satisfy and comply with all of its obligations under this Agreement and at law with regard to, or arising out of, any orders submitted or any of its acts or omissions occurring prior to the effective date of the termination, including but not limited to paying all amounts due or incurred prior to the effective date of the termination and any fees, charges, collection costs or other costs arising from a failure to make timely and effective payment.

**14.0 EXCLUSION OF WARRANTIES**

- 14.1 ALL ORCA SERVICES PROVIDED ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OF THE ORCA SERVICES IS AT THE BUSINESS ACCOUNT'S SOLE DISCRETION AND RISK.
- 14.2 BY WAY OF EXAMPLE, AND NOT LIMITATION, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SPECIFICALLY DO NOT REPRESENT AND WARRANT THAT:
- A. THE BUSINESS ACCOUNT'S USE OF THE ORCA SERVICES WILL BE UNINTERRUPTED, TIMELY, FREE FROM ERROR AND OTHERWISE MEETING ITS REQUIREMENTS;
  - B. ANY INFORMATION OBTAINED BY THE BUSINESS ACCOUNT AS A RESULT OF USING THE ORCA SERVICES WILL BE ACCURATE AND RELIABLE; AND
  - C. ANY USE OF THE ORCA WEBSITES, INCLUDING BUT NOT LIMITED TO THE CONTENT OR MATERIAL DOWNLOADED FROM SAID WEBSITES, WILL BE FREE OF DEFECTS, VIRUSES, MALWARE, HACKS OR POTENTIALLY HARMFUL INTRUSIONS.
- 14.3 TO THE EXTENT PERMITTED BY LAW, THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY WARRANTIES OF QUIET ENJOYMENT OR NON-INFRINGEMENT; AND ANY WARRANTIES CREATED BY TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.
- 14.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE AGENCIES OR THE ORCA SYSTEM SHALL REVISE OR CREATE ANY WARRANTY.

**15.0 NOTICES**

- 15.1 Any notice required to be given under the terms of this Agreement shall be directed either by email or regular mail to the Parties' Designated Representatives, as specified in Attachment 2, or to the last person and address provided by a Party in accordance with Section 15.2.
- 15.2 Each Party shall immediately notify the other Parties of any changes to its Designated Representatives' contact information. The Business Account shall also immediately notify the Lead Agency of any changes in any other information provided in its application.

**16.0 FORCE MAJEURE**

The Agencies and each of them shall be relieved of any obligations under this Agreement to the extent they are rendered unable to perform, or comply with such obligations as a direct or indirect result of a force majeure event, or any other circumstance not within such party's control, including, but not limited to, acts of nature, acts of civil or military authorities, terrorism, fire or water damage, accidents, labor disputes or actions, shutdowns for purpose of emergency repairs, or industrial, civil or public disturbances.

**17.0 APPLICATION OF AGENCY FARES AND OTHER POLICIES**

The purchase, distribution and use of Business Cards and ORCA Products by the Business Account and its Cardholders, and access to and use of the ORCA websites, shall be subject to all applicable federal, state and local law, regulations, ordinances, codes and policies, including but not limited to the ORCA Terms of Use and Privacy Statement (posted on the ORCA websites and available in printed form upon request to the Lead Agency), and the Agencies' respective fares, transfer rules, codes of conduct and other operating policies and procedures.

**18.0 PROHIBITED DISCRIMINATION**

The Business Account shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the administration of its transportation benefits program, the provision of ORCA Business Cards and ORCA Products, or the performance of any acts under this Agreement. The Business Account shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination.

**19.0 COMPLIANCE WITH APPLICABLE LAW**

The Business Account shall be solely responsible for compliance with all applicable federal, state and local laws, regulations, resolutions and ordinances, including, but not limited to, any provisions relating to the Business Account's provision of compensation, benefits or services to employees or others (e.g. including, but not limited to, transportation fringe benefits) and any reporting, tax withholding, or other obligations related thereto. The Business Account expressly acknowledges and agrees that it has not relied on any representations or statements by the Agencies and will not rely on them to provide any legal, accounting, tax or other advice with regard to the Business Account's provision of compensation, benefits or services to employees or others (e.g. including, but not limited to, transportation fringe benefits) and any reporting, withholding or other obligations related thereto.

**20.0 LEGAL RELATIONS**

20.1 *No Partnership, Agency or Employment Relationship Formed.* The Business Account and the Agencies are independent parties and nothing in this Agreement shall be construed as creating any joint venture, partnership, agency or employment relationship between and among them or their respective employees. Without limiting the foregoing, the Business Account understands and agrees that none of its employees or agents shall be deemed employees or agent, for any purpose, of any of the Agencies and the Business Account is solely responsible for the acts of its agents and employees and their compensation, wages, withholdings and benefits.

**20.2 LIMITATION ON LIABILITY**

- A. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO:
  - 1. ANY RELIANCE PLACED BY THE BUSINESS ACCOUNT ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY INFORMATION PROVIDED TO THE BUSINESS ACCOUNT BY OR THROUGH THE ORCA SERVICES;

2. ANY CHANGES TO THE ORCA SERVICES OR THE TEMPORARY OR PERMANENT CESSATION OF ANY SUCH SERVICES (OR FEATURES WITHIN A SERVICE);
  3. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY INFORMATION MADE AVAILABLE TO THE BUSINESS ACCOUNT, OR GENERATED BY THE USE OF THE ORCA SERVICES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE USE OF THE ORCA BUSINESS CARDS ISSUED UNDER THIS AGREEMENT;
  4. THE BUSINESS ACCOUNT'S FAILURE TO PROVIDE THE LEAD AGENCY WITH ACCURATE ACCOUNT INFORMATION; AND
  5. THE BUSINESS ACCOUNT'S FAILURE TO KEEP INFORMATION SECURE AND CONFIDENTIAL.
- B. THE LEAD AGENCY AND EACH OF THE OTHER AGENCIES SHALL NOT BE LIABLE FOR, AND THE BUSINESS ACCOUNT HOLDS EACH AGENCY HARMLESS FROM, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY THE BUSINESS ACCOUNT UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF PRIVACY, LOSS OF DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, WHEN SUCH DAMAGES ARISE OUT OF, OR ARE RELATED TO, THIS AGREEMENT OR THE ORCA SERVICES, WHETHER OR NOT ONE OR MORE AGENCIES HAS BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF ANY SUCH DAMAGES ARISING.
- C. TO THE EXTENT ONE OR MORE OF THE AGENCIES INCURS ANY LIABILITY FOR A BREACH OF THIS AGREEMENT, OR ANY DUTY RELATED TO THE ORCA SERVICES, AND SUCH LIABILITY THAT IS NOT EXCLUDED UNDER THE TERMS OF THIS AGREEMENT, THE EXCLUSIVE, AGGREGATE REMEDY AGAINST THE LEAD AGENCY AND EACH OTHER AGENCY WILL BE, AT THE OPTION OF THE APPLICABLE AGENCIES: (A) THE CORRECTION, SUBSTITUTION OR REPLACEMENT OF ALL OR PART OF THE ORCA SERVICES GIVING RISE TO THE BREACH, OR (B) A REFUND OF THE AMOUNT PAID BY THE BUSINESS ACCOUNT FOR THE ORCA SERVICE CAUSING THE DAMAGE, THE AMOUNT OF WHICH WILL NOT EXCEED THE DAMAGES (OTHER THAN THOSE EXCLUDED ABOVE) ACTUALLY INCURRED BY THE BUSINESS ACCOUNT IN REASONABLE RELIANCE.

THE DAMAGE EXCLUSIONS AND LIMITATIONS ON LIABILITY IN THE AGREEMENT SHALL APPLY EVEN IF ANY REMEDY FAILS FOR ITS ESSENTIAL PURPOSE.

- 20.3 *No Waiver.* The Business Account agrees that if the Lead Agency does not exercise or enforce any legal right or remedy which is contained in the Agreement or under applicable law, this will not be taken to be deemed to be a waiver or modification of the Lead Agency's rights and remedies, and that those rights or remedies will still be available to the Lead Agency.

- 20.4 *Governing Law and Forum.* This Agreement and all provisions hereof shall be interpreted and enforced in accordance with, and governed by, the applicable law of the State of Washington and of the United States of America without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for conducting any legal actions arising under this Agreement shall reside in either the Federal District Court or the State of Washington Superior Court, as applicable, that is located in the county in which the Lead Agency's primary administrative office is located. The Business Account hereby consents to personal jurisdiction and venue in said courts and waives any right which it might have to conduct legal actions involving the Agencies in other forums.
- 20.5 *Attorneys' Fees and Costs.* In the event of litigation between the parties related to this Agreement, the Court is authorized to award the substantially prevailing party its costs, fees and expenses including reasonable attorney fees to the extent authorized by the Court and permitted by applicable law.
- 20.6 *Survival.* Sections 4, 5, 9, 14 and 20 shall survive and remain effective notwithstanding any termination of this Agreement.
- 20.7 *Use of ORCA name and logos.* The Business Account understands and agrees that the "ORCA" name and logos are trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Agencies without written permission. The Agencies understand and agree the Business Account name and logo may be trademarked and that it will not copy or use them and any other trade names, trademarks, service marks, logos, domain names, and other distinctive features or intellectual property of the Business Account without written permission.

## **21.0 SUCCESSORS AND ASSIGNS**

This Agreement and all terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, no Party may assign or delegate the duties performed under this Agreement without the written agreement by the Lead Agency, the Business Account and the assignee.

## **22.0 ENTIRE AGREEMENT AND WRITTEN AMENDMENTS**

This Agreement constitutes the entire agreement between the Business Account and the Lead Agency, on behalf of all Agencies, related to the Business Account's use of and access to ORCA Services (but excluding any services which Lead Agency may provide under a separate written agreement), and completely replaces and supersedes any prior oral or written representations or agreements in relation to fare media consignment and sales or to ORCA Services. No oral agreements or modifications will be binding on the parties and any changes shall be effective only upon a written amendment being signed by the parties.

## **23.0 SEVERABILITY**

In the event any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid, then the meaning of that provision shall be construed, to the extent feasible, to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of the Agreement which shall remain in full force and effect unless the provisions that are invalid and unenforceable substantially impair the value of the entire Agreement to any party.

**24.0 AUTHORITY TO EXECUTE**

Each party to this Agreement represents and warrants that: (i) it has the legal power and authority to execute and perform this Agreement and to grant the rights and assume its obligations herein; and (ii) the person(s) executing this Agreement below on the party's behalf is/are duly authorized to do so, and that the signatures of such person(s) is/are legally sufficient to bind the party hereunder.

**25.0 COUNTERPARTS**

This Agreement may be executed in two (2) counterparts, each one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

<b>BUSINESS ACCOUNT</b>	<b>LEAD TRANSPORTATION AGENCY</b>
BY: _____ Larry Clark	BY: _____ Sue Dreier
Title: <u>Vice President for Finance &amp; Admin</u>	Title: <u>Chief Executive Officer</u>
Business Account Name: <u>Clover Park Technical College</u>	Agency: <u>Pierce Transit</u>
Date: _____	Date: _____

**ATTACHMENT 1**  
**PRODUCTS, PRICING AND TERMS -BUSINESS PASSPORT FLAT RATE**



Prepared by the following Lead Agency  
*Pierce Transit*  
*Employer Services*

**Clover Park Technical College (CPTC)**

July 1, 2018 - December 31, 2018

**Proposal Summary**

- \* Service on Pierce Transit fixed local routes or SHUTTLE only, for eligible students
- \* Full-Time Equivalent Students (FTES) for 2017-2018 **4390**
- \* Use of the ORCA Passport Account
- \* Initial card order each academic quarter: additional cards ordered upon request **250**
- \* Suspend Passport product & cards at end of each quarter
- \* Issue new ORCA cards each academic quarter
- \* ORCA cards include school logo
- \* Card effective dates: July 1, 2018 & October 1, 2018
- \* Payment Terms: 2 Qterly payments/net 30 **July and October 2018**

**Pierce Transit**

Transit - Based on 4390 FTES; 23,077 estimated trips at \$.65 per trip (CPTC's average fare per boarding - May 2017 - March 2018)	+	\$15,000.00
Initial card and logo fees - \$2.00 per card for 250 cards; subsequent card orders at \$2.00 per card ordered and paid for on a rolling basis each quarter	+	\$500.00

Total Transit Cost	+	\$15,000.00
Total Other Costs	+	\$500.00
<b>Total program cost for 6 months of transit service and initial 250 ORCA cards</b>	<b>=</b>	<b>\$15,500.00</b>

Annual Rate per Student	=	\$3.53
Monthly Rate for One Additional Eligible Student	=	\$0.36

**Pilot Program Description:**

- \*The Community & Technical College Student Bus Pass Program between Pierce Transit and CPTC is a pilot program to continue introducing public transportation services to CPTC students via ORCA cards. This program aims to build a culture of using public transportation services by providing easy, convenient access
- \*CPTC and Pierce Transit will collaboratively work together and in good faith to market the program, monitor transit use, and determine future contract price and terms.



**Pierce Transit and Clover Park Technical College's Responsibilities**

Pierce Transit will order an initial supply of 250 adult ORCA cards that include the CPTC logo at the beginning of the program for \$2.00 per card. Throughout each academic quarter, additional cards may be ordered when requested by CPTC at the rate of \$2.00 each and added to the quarterly invoice. New ORCA cards will be required each academic quarter.

In addition to the cost of cards, CPTC will pay \$15,000 for Pierce Transit local transit services for its students for the term of the agreement, July 1, 2018 – December 31, 2018. This rate is based on 4,390 eligible Full Time Equivalent students for 2017-2018, at a rate of \$.65/trip, CPTC's average fare per boarding from May 2017-March 2018. This amount will be paid in two installments, invoiced in July and October. Pierce Transit will invoice CPTC and payment is due within 30 days.

CPTC will market the passes through usual marketing channels (e.g. website, flyers, email) and will continue to market the program throughout the term of this Agreement.

CPTC will be responsible for distributing the adult ORCA cards to eligible students. Eligible students are students that are enrolled for the then-current quarter and who have signed and returned the ORCA Cardholder Rules of Use (which is Attachment 4 hereto) to CPTC for each quarter they receive an ORCA card under this program. CPTC will be responsible for confirming the student's enrollment status at time of distribution.

CPTC will be responsible for securing and maintaining an accurate ORCA card inventory and for collecting and retaining all ORCA Cardholder Rules of Use once signed by the participating students.

CPTC will provide the total number of ORCA cards distributed each quarter to Pierce Transit.

**ATTACHMENT 2**

**DESIGNATED REPRESENTATIVES**

	<b>BUSINESS ACCOUNT - Primary</b>	<b>LEAD AGENCY – Primary</b>
Name	Cal Erwin-Svoboda	Sharon Stockwell
Title	Director of Student Involvement	Senior Employer Services Coordinator
Address	Clover Park Technical College	Pierce Transit
	4500 Steilacoom Blvd SW	PO Box 99070
	Lakewood, WA 98499-4004	Lakewood, WA 98496-0070
Phone	253.589.5644	253.581.8112
Cell Phone	N/A	N/A
E-Mail	cal.erwin@cptc.edu	sstockwell@piercettransit.org
	<b>BUSINESS ACCOUNT - Secondary</b>	<b>LEAD AGENCY - Secondary</b>
Name	Dominic Viola	Karen Henderson
Title	Student Leadership & Involvement Coord	Employer Services Coordinator
Address	4500 Steilacoom Blvd SW	PO Box 99070
	Lakewood, WA 98499-4004	Lakewood, WA 98496-0070
Phone	253.589.5734	253.581.8008
Cell Phone	N/A	N/A
E-Mail	dominic.viola@cptc.edu	kahenderson@piercettransit.org

## ATTACHMENT 3

## ELIGIBLE BUSINESS CARDHOLDERS

## Definition and Number of Eligible Participants

<b>Definition of Eligible Participants</b>	Full-Time Equivalent Students (FTES) enrolled for the subject academic quarter who have signed the ORCA Cardholder Rules of Use.
<b>Number of Eligible Participants</b>	Total eligible students – 4,390

## ATTACHMENT 4 ORCA BUSINESS CARDHOLDER RULES OF USE

As a Business Account Cardholder, I agree to the following:

1. I understand that the ORCA Business Card is owned by Clover Park Technical College and has been provided to me for my personal use only. I agree that I will not sell or transfer my assigned ORCA Card to another person. If I violate these terms of use, my ORCA Card may be blocked from further use. I further understand and acknowledge that misuse of my ORCA Card may be a violation of the Clover Park Technical College Code of Student Conduct and could subject me to the consequences outlined therein.
2. I will keep my assigned ORCA Business Card secure and in good condition, and I will immediately report a lost, stolen, or damaged ORCA Business Card to Clover Park Technical College.
3. I will return my assigned ORCA Business Card upon request or when I leave Clover Park Technical College or otherwise do not meet the eligibility requirements of Clover Park Technical College. If I do not return my ORCA Business Card, I understand that it may be blocked from further use.
4. I understand that my ORCA Business Card is valid for the following:
  - a. 100% of fares on Pierce Transit fixed local routes or SHUTTLE service (eligibility required) only.
5. I understand that the ORCA Business Card is not valid for fare payment on any other transit agency's services other than Pierce Transit, and I am responsible for paying any additional fares required for services not covered, by my assigned ORCA Business Card.
6. I understand that any additional ORCA Products I load onto my assigned ORCA Card will become the property of Clover Park Technical College who owns my ORCA Business Card and the refund, if any, of such products will be made by Clover Park Technical College according to its refund policy.
7. I understand in the event any ORCA Products I load onto my assigned ORCA Card must be replaced, I am responsible for any fares required during the replacement period.
8. I understand the ORCA system will record data each time I use my assigned ORCA Business Card. Data will include the date, time and location of the card when it is presented. I understand this data is owned by the transit Agencies and is accessible to Clover Park Technical College who owns my ORCA Business Card.
9. I understand that the ORCA Card must be "tapped" on a card reader to show proof of fare payment or issuance of a valid fare. Merely showing the ORCA Card on a bus, train, ferry or light rail vehicle does not constitute proof of fare payment or issuance of a valid fare. I will be subject to a fine if the ORCA Card is not "tapped," and I understand I will be personally responsible for any fines that may be imposed.
10. I understand that for the correct fare to be recorded, I must "tap" off on a card reader when exiting some transit systems. For example, I must "tap" off when exiting from a Sounder train or Link light rail.

I acknowledge the receipt of my ORCA Business Card, and understand and agree to the terms stated above on using the ORCA Business Card.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student's Printed Name

\_\_\_\_\_  
ORCA Card Serial #

Transportation Coordinator Use Only – ORCA Card returned:

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ORCA Card Serial #

**ATTACHMENT 5**  
**ORCA BUSINESS ACCOUNT SECURITY STANDARDS**

**1.0 Application Security**

- 1.1 At the time the Business Account enters into the ORCA program, the Lead Agency will provide a single Business Account user id and temporary password to the Business Account's Primary Contact (as specified in Attachment 2, *Designated Representatives*, to enable access to the Business Account's area of the Business Account Website.
- 1.2 The Business Account shall immediately change the temporary password to a strong password that meets the following criteria:
- a. Length - At least eight (8) characters in length or the maximum length permitted by the ORCA system, whichever is shorter.
  - b. Elements - Contains one each of at least three (3) of the following four (4) elements.
    - 1. English upper case letters (A, B, C...)
    - 2. English lower case letters (a, b, c...)
    - 3. Westernized Arabic numbers: 0, 1, 2...9
    - 4. Special characters: (@, #, %...)
- 1.3 The Business Account shall restrict access to the ORCA Business Account Website by providing its user id and password to only the employee(s) who have a business "need to know" and who are authorized by the Business Account as "system user(s)".
- 1.4 Access to the ORCA Business Account Website is restricted to the purpose of authorized administrative support for the ORCA Business Account program
- 1.5 The Business Account's password shall be changed at least quarterly but also immediately upon (a) a system user leaving the Business Account's employment or otherwise losing his/her status as an authorized user; and (b) the Business Account learning that the password has been obtained by unauthorized persons or entities.
- 1.6 The Business Account's Primary Contact will review security policies and guidelines with system users at least quarterly.

**2.0 Physical Security**

- 2.1 The Business Account shall require system users, when not at their workstations, to log off the Business Account Website, or lock their screen using a password protected screen-saver in order to prevent unauthorized access.
- 2.2 ORCA card stock shall be kept in a secure/locked location with access limited to those administering the program.
- 2.3 The Business Account shall require its employees to keep printed reports containing account information in a secure location.

**3.0 Incident Management**

- 3.1 The Business Account shall report any security incident or suspected incident immediately to the Lead Agency. Examples of possible security incidents would be: introduction of computer viruses, unauthorized transactions or blocked cards, or lost or stolen card stock.



Board of Commissioners  
Fact Sheet No.: 2018-050  
Date: June 11, 2018

TITLE: Authority to Amend the 2018 Capital Budget for Bus Driving Training Simulator System Project and Authorizing the CEO to Execute a Contract with Transit Training Solutions for the Purchase of a Bus Simulator and Related Training

DIVISION: Administration

SUBMITTED BY: Rob Huyck, Risk Manager

RELATED ACTION: N/A

ATTACHMENTS: Proposed Resolution

RELATION TO STRATEGIC PLAN: Employee

### BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: Bus Driving Training Simulator System 2018-0544

☐ Operating Budget

☒ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 507,581.20	Quotes from two finalists were both over the budget of \$400,000. Lower of two quotes was \$107,581.20 over budget. The Executive Directors recommend a budget revision.
Grant/Other Amounts	\$	
Total Expenditure	\$ 507,581.20	

### BACKGROUND:

The Agency has had three reviews of its operator training curriculum leading to a decision to make substantive changes in content and sequencing. All three reviews recommended the incorporation of simulation during training for remedial, post-accident, high-hazard, harsh weather, initial night driving, emergency operations (pedestrians, bicyclists, etc.) and new operator training. Also recognized by reviewers was the need for expert guidance in incorporation of simulation into revised standardized curriculum and training presentation skills particular to the simulation environment.

A Request for Proposal was advertised in January. Three responses were received, two of which were fair and responsive. The evaluation committee conducted multiple interviews and reference checks before selecting Transit Training Solutions as the preferred vendor.

This procurement includes an assessment of our training by subject matter experts (SME) – integrating simulation into our training programs, a high-graphics simulator with instructor station, 25 training scenarios, effects model simulation of Collision Avoidance Warning System, on-site training for simulator operation and maintenance, follow up on-site instructional assistance in 4 weeks with SME, and a three-year warranty.

**STAFF RECOMMENDATION:**

Staff recommends moving forward with Transit Training Solutions, amending the 2018 capital budget by \$107,581.20 and granting the CEO authority to enter into a contract with Transit Training Solutions for purchase of a Bus Driving Simulator and concomitant training service.

**ALTERNATIVES:**

1.) Reject all bids. This would result in continuing the present course of revising curriculum, which has limitations, without the use of simulation. 2.) Reject all bids and go back out for solicitation in 2019.

**PROPOSED MOTION:**

Approve Resolution No. 2018-023, amending the 2018 Capital Budget by \$107,581.20 and authorizing the CEO to enter into and execute a contract with Transit Training Solutions for the purchase of a Bus Driving Simulator and concomitant training services.

## RESOLUTION NO. 2018-023

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing an Amendment to the 2018  
2 Capital Project Budget for Bus Driving Training Simulator System Project and Authorizing the CEO to Execute a  
3 Contract with Transit Training Solutions for the Purchase of a Bus Simulator and Related Training Services.  
4

5 WHEREAS, the Board of Commissioners of Pierce Transit approved the 2018 Capital Budget to include  
6 Bus Simulator and Training Services; and

7 WHEREAS, the 2018 Pierce Transit budget has an appropriation in the amount of \$400,000 for Bus  
8 Simulator and Training Services; and

9 WHEREAS, Bus Operator simulation has been shown to reduce transit accidents and improve training  
10 quality and retention; and

11 WHEREAS, A Request for Proposal was advertised in January. Three responses were received, two of  
12 which were fair and responsive. The evaluation committee conducted multiple interviews and reference checks  
13 before selecting Transit Training Solutions as the preferred vendor; and

14 WHEREAS, all responsive proposals came in above the \$400,000 budget; and

15 WHEREAS, this project seeks to build upon the revision of bus operator training curriculum already  
16 underway by Pierce Transit as well as to leverage savings in equipment utilization, and to allow for high-hazard  
17 training, remedial training, harsh weather driving out of season, night driving, high pedestrian traffic and  
18 emergency events in a safe environment.

19 NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

20 Section 1. The 2018 Capital Budget for Bus Simulator and Training Services is hereby amended to  
21 \$507,581.20.

22 Section 2. The Board of Commissioners grants the CEO authority to enter into and execute a contract  
23 with Transit Training Solutions for purchase of a Bus Driving Simulator and concomitant training services.

24 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
25 the 11th day of June 2018.  
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PIERCE TRANSIT

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Kent Keel, Chair  
Board of Commissioners

ATTEST/AUTHENTICATED

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Deanne Jacobson, CMC  
Clerk of the Board



Board of Commissioners  
Fact Sheet No.: 2018-052  
Date: June 11, 2018

TITLE: Authority to Execute a Contract for ADA Paratransit Services (SHUTTLE) with First Transit, Inc.

DIVISION: Service Delivery & Support

SUBMITTED BY: Cherry Thomas, Specialized Transportation Manager

**RELATED ACTION:**

Resolution 18-024 A Resolution Authorizing the Chief Executive Officer to Execute Amendment No. 6 with First Transit, Inc., (ADA Contract PT-01-012) to Provide ADA Paratransit Services for an Additional Ninety (90) Days

ATTACHMENTS: N/A

RELATION TO STRATEGIC PLAN: Customer

**BUDGET INFORMATION**

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: N/A

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 47,844,000	The required expenditure includes projected service with First Transit for the five-year term of the contract commencing October 1, 2018 with the option of two (2) additional one-year extensions. The amount on the left equals the total amount of the contract if the parties execute both of the one-year contract extensions.
Grant/Other Amounts	\$	
Total Expenditure	\$ 47,844,000	

**BACKGROUND:**

This resolution requests authority to execute a contract for ADA Paratransit services (SHUTTLE) with First Transit, Inc. based on hourly service. This type of contract allows Pierce Transit to maintain flexibility in scheduling and dispatching, thus the ability to control efficiencies.

Pierce Transit's SHUTTLE service is currently operating using a mix of directly operated service and contracted service, and the proposal is to continue providing SHUTTLE service under this model over the next five to seven years.

A Request for Proposals was released on February 5, 2018. Since contract award is not based on the lowest cost, but the proposal that represents the overall best offer to Pierce Transit, the RFP included the following criteria in the order of importance (weights were not published but established prior to proposal review):

1. Understanding the RFP Requirements (30%)
2. Cost (30%)
3. Experience and Financial Stability (30%)
4. Innovations (10%)

Forty-one (41) firms downloaded the bid documents, four (4) responded with the intent to bid, one (1) responded undecided. An Operating Facility Tour was held on March 13, 2018. Two (2) proposals were received.

The Evaluation Committee consisting of four staff members held two (2) meetings to evaluate the proposals in accordance with the criteria published in the RFP. The Evaluation Committee found First Transit, Inc. to be the top scorer.

First Transit offers over 60 years of transportation operations and management experience and Pierce Transit has previously contracted with First Transit to provide ADA Paratransit services. First Transit has proven their expertise in the unique and complex nature of ADA Paratransit services and offers high-quality, safe and reliable transportation while economically and efficiently providing value to Pierce Transit. First Transit brings enhanced services, including: a professional and dedicated local management team and support from their region and corporate personnel; bi-annual operational assessments to ensure productivity and efficiency; a high-quality maintenance team with ASE Blue Seal certified shop designation and Silver LEAN recognition; a robust safety program which targets safety initiatives to reduce accidents and incidents; and technological tools such as Info-Monitor to provide real time performance statistics to assist in data-driven decision making to improve service.

The proposed agreement would be for seven years at a per service rate for the first five years of the agreement as follows:

FACT SHEET  
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	1 <sup>st</sup> Full Contract Year	2 <sup>nd</sup> Full Contract Year	3 <sup>rd</sup> Full Contract Year	4 <sup>th</sup> Full Contract Year	5 <sup>th</sup> Full Contract Year
Guaranteed Base Service Hours per month	10,000 hours	10,000 hours	10,000 hours	10,000 hours	10,000 hours
Cost per base service hour	\$ 50.22	\$ 52.70	\$ 55.18	\$ 57.34	\$ 59.29
Total for each contract year	\$ 6,026,400	\$ 6,324,000	\$ 6,621,600	\$ 6,880,800	\$ 7,114,800

Variable hourly rate for Service Hours in excess of the guaranteed hours above	\$ 42.32	\$ 44.52	\$ 46.84	\$ 48.79	\$ 50.50
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The rate then could be adjusted by up to 3% depending on the CPI for the two option years. These rates are in line with what Pierce Transit is currently paying for these services and within the planned budget for these services.

Providing part of Pierce Transit's SHUTTLE service through contract results in a cost savings to the Agency. For example, in 2017, the ADA Paratransit contract with similar rates yielded a cost of \$91.77 per service hour while directly-operated service by Pierce Transit yielded a cost of \$138.75 per service hour. With an estimated 120,000 service hours to be provided by First Transit at the above contract rates, Pierce Transit will save approximately \$5,637,600 per year.

#### STAFF RECOMMENDATION:

The Evaluation Committee is recommending the Board of Commissioners authorize a contract award to First Transit, Inc. They not only have extensive experience in delivering and managing ADA Paratransit services but also have presented a responsive and well thought out technical proposal, a stellar work history with highly credible references, and have presented a fair and reasonable cost proposal.

#### ALTERNATIVES:

The alternative would be not to award the contract to First Transit, Inc. and to pursue negotiations with other proposers. However, First Transit submitted the best overall proposal that meets Pierce Transit's needs at a competitive price. It is unlikely that more favorable overall results could be achieved.

#### PROPOSED MOTION:

Authorize the CEO to enter into and execute a contract with First Transit, Inc., for ADA Paratransit Services for a contract period of five (5) years with the option of two (2) additional one-year extensions commencing October 1, 2018.



Board of Commissioners  
Fact Sheet No.: 2018-053  
Date: June 11, 2018

**TITLE:** Authority to Execute a Contract with KPFF for a Fast Ferry Feasibility Study for High-Speed Passenger-Only Ferry Service Operating Between Downtown Tacoma and Downtown Seattle Contingent Upon Partial Funding of the Study by Other Community Partners Including the Port of Tacoma and City of Tacoma

**DIVISION:** Planning & Community Development

**SUBMITTED BY:** Peter Stackpole, Service Planning Assistant Manager

**RELATED ACTION:** N/A

**ATTACHMENTS:** None

**RELATION TO STRATEGIC PLAN:** Customer

### BUDGET INFORMATION

Is it Budgeted? ☐ Yes / ☒ No

**Project Name or Number:** Fast Ferry Feasibility Study

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$ 36,774.48	Amount for study to be split between funding partners: Pierce Transit \$36,774.48 City of Tacoma \$36,774.48 Port of Tacoma \$30,000.00
Grant/Other Amounts	\$ 66,774.48	
Total Expenditure	\$ 103,548.96	

### BACKGROUND:

Staff requests authority to award a contract to KPFF for a Fast Ferry Feasibility Study to evaluate high-speed passenger-only ferry service operating between downtown Tacoma and Seattle.

Pierce Transit issued a request for a statement of qualifications from qualified firms to provide consultant services to conduct an initial Fast Ferry Feasibility Study to improve transportation access between the area served within its benefit area and the greater Puget Sound Region. Representatives of the City of Tacoma and the Port of Tacoma participated in the procurement process and the evaluation committee and have agreed to contribute as set forth above to the cost of the study.

Pierce Transit, in partnership with the City of Tacoma and Port of Tacoma, proposes to determine the feasibility of a high-speed passenger-only ferry service connecting downtown Tacoma with the Seattle Central Business District

(CBD). The water distance between this city pair is approximately thirty-two (32) statute miles (twenty-eight (28) nautical miles)

The initial Feasibility Study would determine the practicability and benefits of implementing a new high-speed passenger-only ferry service between downtown Tacoma and Seattle. Tasks include: reviewing the current state of marine passenger transportation technology; identifying the infrastructure requirements to support ferry operations; conducting a benefit-cost analysis based on existing and future conditions; and evaluation of potential revenue/expenditure streams. The goal is to determine whether ferry service between Tacoma and Seattle would result in a substantive and practical enhancement to the existing and planned modes of transportation in this market.

A Request for Qualifications was released on February 22, 2018. Forty-one (41) firms downloaded the bid documents, seven (7) responded with the intent to either bid or responded undecided. One (1) proposal was received. Pierce Transit's Procurement Department reached out to the other firms that attended the Pre-Submittal Meeting including all the firms that also responded as undecided or with the intent to submit. Procurement received feedback from three firms and shared the information with the Evaluation Committee who determined it was best to move forward with the Proposal that was received as it would not be beneficial to go back out as they did not feel they would receive additional proposals.

The Evaluation Committee held two (2) meetings to review the submittal from KPFF, Inc. and then to review the fee proposal received by KPFF, Inc. The fee proposal came in slightly higher than the Independent Cost Estimate that was conducted as well as over the original budget. The Evaluation Committee found the Firm's proposed hours, rates, and reimbursable expenses to be fair and reasonable given the tasks requested and magnitude of this feasibility study.

The City of Tacoma and Port of Tacoma have agreed to contribute to the cost of the study at the levels set forth above. At this point, it is not clear whether other partners may be willing to contribute to the cost of this study. If this matter is approved by the Board, the parties will enter into a cost sharing agreement.

#### STAFF RECOMMENDATION:

Based on the above, staff recommends that the Board of Commissioners authorize awarding a contract to KPFF, Inc. and authorize the CEO to enter into a cost sharing agreement to fund the study with other community partners, including the Port of Tacoma and the City of Tacoma.

#### ALTERNATIVES:

Do not proceed with a Fast Ferry Feasibility Study.

PROPOSED MOTION:

Authorize the CEO to enter into and execute a contract with KPFF for a Fast Ferry Feasibility Study for high-speed passenger-only ferry service between downtown Tacoma and downtown Seattle contingent upon partial funding of the study by other community partners including the Port of Tacoma and City of Tacoma.



Board of Commissioners  
Fact Sheet No.: 2018-054  
Date: June 11, 2018

**TITLE:** Authorizing the Terms and Conditions of the Collective Bargaining Agreement ("CBA") with the International Association of Machinists and Aerospace Workers Union, District 160 ("IAM"), for the Period of May 1, 2018 through December 31, 2021

**DIVISION:** Administration

**SUBMITTED BY:** Anh Hoang, Labor Relations Officer

**RELATED ACTION:** N/A

**ATTACHMENTS:** Proposed Resolution

**RELATION TO STRATEGIC PLAN:** Employee

### BUDGET INFORMATION

Is it Budgeted? ☒ Yes / ☐ No

Project Name or Number: N/A

☒ Operating Budget

☐ Capital Budget

FUNDING SOURCE:		EXPLANATION:
Local Amount	\$	See below
Grant/Other Amounts	\$	
Total Expenditure	\$	

### BACKGROUND:

The CBA between Pierce Transit and the IAM expired on April 30, 2018. After three (3) months of negotiations, the parties reached a tentative agreement and the Union ratified the contract with their members on May 30, 2018. The CBA governs wages, hours and working conditions of approximately 15 employees.

Highlights of the proposed Agreement include:

#### Salaries:

- 5/1/2018 – 12/31/2018: one and one-half of one percent (1.5%)
- 1/1/2019 – 12/31/2019: two and one-half percent (2.5%)
- 1/1/2020 – 12/31/2020: two and one-half percent (2.5%)
- 1/1/2021 – 12/31/2021: two and one-half percent (2.5%)



**Medical, Vision and Dental Insurance:** Employees will stay on IAM Trust health insurance plans. Employee cost sharing rates:

- For 2018, remain at five percent (5%) of total premium cost
- Effective 1/1/2019, increase to six percent (6%) of total premium cost
- Effective 1/1/2020, increase to seven percent (7%) of total premium cost
- Effective 1/1/2021, increase to eight percent (8%) of total premium cost

**Deferred Compensation:** Employer will provide up to four and one-quarter percent (4.25%) matching contribution to employee's deferred compensation plan in lieu of employer contribution to social security

**Holidays:** Increase from one (1) to two (2) personal holidays per year

**Footwear:** Employer will reimburse each employee via receipt and reimbursement for the purchase of appropriate, approved footwear to a maximum of two hundred dollars (\$200) per every two (2) years

Other operational changes were negotiated in the tentative agreement to help address safety, efficiency, and customer service and to support operational excellence. The proposed contract supports the key strategic initiatives and is closely aligned with the Agency's vision to be "Your preferred transportation choice for today and tomorrow."

**STAFF RECOMMENDATION:**

Staff recommends approval of the attached proposed resolution.

**ALTERNATIVES:**

The alternative is to reject the proposed settlement and proceed to interest arbitration. This can be lengthy and expensive process with an unpredictable outcome.

**PROPOSED MOTION:**

Approve Resolution No. 2018-025, authorizing the Chief Executive Officer to administer the terms and conditions of the Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers Union, District 160 (IAM"), for the period covering May 1, 2018 through December 31, 2021.

**RESOLUTION NO. 2018-025**

1 A RESOLUTION of the Board of Commissioners of Pierce Transit Authorizing the Terms and Conditions of the  
2 Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers  
3 Union, District 160, for the Period of May 1, 2018 through December 31, 2021  
4

5 WHEREAS, the Collective Bargaining Agreement ("CBA") between Pierce Transit and the International  
6 Association of Machinists and Aerospace Workers Union, District 160 ("IAM"), expired on April 30, 2018; and

7 WHEREAS, representatives of Pierce Transit and the IAM have concluded negotiations and have agreed  
8 upon a new CBA, a three and three quarter (3.75) year contract covering the period of May 1, 2018 through  
9 December 31, 2021; and

10 WHEREAS, the proposed CBA was ratified by the IAM membership on May 30, 2018; and

11 WHEREAS, the proposed CBA supports key bargaining initiatives closely aligned with the Agency's  
12 vision to be "Your preferred transportation choice of today and tomorrow"; and

13 WHEREAS, the Chief Executive Officer recommends that the Board of Commissioners approve the CBA  
14 as it supports several key elements of the Agency's strategic plan and it provides long term financial stability.

15 NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Pierce Transit as follows:

16 Section 1. The Chief Executive Officer of Pierce Transit is hereby authorized to execute this CBA on  
17 behalf of Pierce Transit. The CBA is to be substantially in the form of the documents on file in the office of  
18 the Clerk of the Board and by this reference incorporated herein as though fully set forth.  
19

20 ADOPTED by the Board of Commissioners of Pierce Transit at their regular meeting thereof held on  
21 the 11th day of June 2018.

22 PIERCE TRANSIT

23 \_\_\_\_\_  
24 Kent Keel, Chair  
25 Board of Commissioners  
26

27 ATTEST/AUTHENTICATED  
28

29 \_\_\_\_\_  
30 Deanne Jacobson, CMC  
31 Clerk of the Board